



U.S. Department of Housing and Urban Development
Atlanta Contracting Operations
Fort Worth Operations Branch
801 Cherry Street, PO Box 2905
Fort Worth, TX 76113-2905
www.hud.gov

February 5, 2004

Dear Prospective Offeror:

The enclosed Request for Proposal (RFP) R-FTW-00393 is for the purpose of obtaining the services of a contractor who, as HUD's Representative, will conduct required inspections and perform various construction inspection tasks (such as reviewing change orders, payment requests, schedules, requests for permission to occupy, etc.) for HUD.

This is a competitive HUBZone Set-Aside procurement. All eligible and responsible HUBZone sources may submit a proposal. Any questions about HUBZone eligibility should be directed to the Offeror's cognizant Small Business Administration Office. The North American Industrial Classification System code for this procurement is 541310.

Questions regarding this RFP will be accepted until February 19, 2004. You may fax your questions to (817) 978-5431 or email them to Sharon_kinnear@hud.gov or Barbara_A_Meyer@hud.gov. HUD will answer all written questions received by the aforementioned date. Said questions and answers will be posted on or about February 23, 2004.

The RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulation. If you wish to compete for this procurement, please note the following:

1. **Time, Place, and Due Date** for receipt of proposals are specified in Block 9 of the Standard Form 33.
2. Section B of the RFP provides the **Pricing Schedule** that must be completed and submitted with your proposal.
3. Section K states the **Representation and Certification** that must be completed and submitted with your proposal.
4. Additional **Instructions, Conditions, and Notices** are set forth in Section L of the RFP.
5. Section M describes the Basis for Proposal Evaluation and Contract Award.

Sincerely,

Ernest D. Worsham
Contracting Officer

Enclosure

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF
					1	73 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-FTW-00393		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2-5-04	6. REQUISITION/PURCHASE NO R-2004-8AH-00060
7. ISSUED BY: U.S. Department of Housing and Urban Development P.O. Box 2905, Fort Worth, TX 76113-2905 801 Cherry Street, Fort Worth, TX 76102 6AACF			8. ADDRESS OFFER TO (If other than Item 7) U.S. Dept. of Housing and Urban Devel. P.O. Box 2905, Fort Worth, TX 76113-2905 801 Cherry Street, Fort Worth, TX 76102			

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 801 Cherry St., 25 th Floor, Ft. Worth, Tx 76102 until 2:00PM local time 3-8-04	
(Hour) (Date)	

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Barbara Meyer, Contract Spec.	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (817) 978-5400				
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C.2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27 UNITED STATES OF AMERICA (Signature of Contracting Officer)	28 AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

33-132

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (Rev 9-97)
Prescribed by GSA FAR (48 CFR) 53.214(c)

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES

- 1.1 The contractor shall serve as HUD's representative and perform inspections of HUD Multifamily (MF) projects under repair, construction or substantial rehabilitation. Additionally, the contractor shall assist all parties (owner, sponsor, architect, builder, mortgage company, consultant) in HUD procedures, issues, and HUD forms relative to the construction phase of multifamily project development.
- 1.2 The contractor shall perform guarantee/warranty inspections on HUD MF projects.
- 1.3 MF projects to be serviced by the contractor under this contract will involve either HUD-insured or HUD's Capital Advance programs.

B.2 GEOGRAPHIC AREA

Projects will be located in the Rocky Mountain States Area served by HUD's Multifamily Housing Office HUB Office located in **Denver, Colorado (states of Colorado, Utah, Wyoming, Montana, North Dakota and South Dakota)**. HUD reserves the right to revise the geographical area if it is in the best interest of the Government.

B.3 MINIMUMS/MAXIMUMS AND ESTIMATED QUANTITIES OF PROJECTS TO BE ASSIGNED

HUD guarantees a minimum of 19 projects for Inspection Services with a maximum of 290 projects to be assigned throughout all option periods of the contract (this is a total minimum and maximum for all geographic areas in this contract). The estimated number of inspections to be performed during the base period and each option year is included in the geographic "AREA" table. The "Estimated Number of Inspections" shown in the bid schedule are provided only for the purposes of evaluating price. The "estimated number of inspections" were arrived at by multiplying the estimated number of projects in each size category by: 24 inspections for " ≤ 76 units"; 32 inspections for "77 to 240 units"; and 40 inspections for "over 240 units." The actual number of inspections during any one-year period of the contract shall vary depending on actual number of construction starts and the duration of the construction phase of each project. Additionally, the actual number of inspections assigned to any one project task order may vary depending on the specific construction requirements of that project. The basis of the "Estimated Number of Inspections" reflected in the price schedule and the establishment of the minimum and maximum number of projects to be assigned is the project listing in Section C, Technical Exhibit 1, Attachment A. The listing in Section C and this Price Schedule also provide a representative sample of the types of projects that may require inspection during a one-year period.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.4 PRICE SCHEDULES

- 4.1 The base period and option year price schedules shown for each contract line item number shall include all necessary technical and clerical services, materials, supplies, reviews, reports, communications, HUD construction inspection tasks, time, travel, printing, photographic expenses, postage, courier fees and other fees related to the delivery of information to HUD, general oversight, overhead, general and administrative costs, fringe benefits, and profit/fee. The price paid will be for each inspection per project. The contractor must bid on all geographic areas included in this proposal to be considered for award.
- 4.2 The contracting officer will issue individual task orders as projects are assigned to this contract. Each task order will contain a project description and appropriate funding information. The task order will contain the quantity of inspections ordered for the project. This quantity of inspections is then multiplied times the applicable fixed price based on project size from the price schedule below to establish the total value of each task order issued. Funding for the minimum will be done on the base contract.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

4.3 COLORADO PROJECTS

COLORADO	Base Period (2 years)	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0001	Inspection of: ≤ 76 units	288 (12)	\$ /insp.	\$
CLIN 0002	Inspection of: 77 to 240 units	512 (16)	\$ /insp.	\$
CLIN 0003	Inspection of: Over 240 units	80 (2)	\$ /insp.	\$
		Base Period Total		\$
	First Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0004	Inspection of: ≤ 76 units	144 (6)	\$ /insp.	\$
CLIN 0005	Inspection of: 77 to 240 units	256 (8)	\$ /insp.	\$
CLIN 0006	Inspection of: Over 240 units	40 (1)	\$ /insp.	\$
		First Option Total		\$
	Second Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0007	Inspection of: ≤ 76 units	144 (6)	\$ /insp.	\$
CLIN 0008	Inspection of: 77 to 240 units	256 (8)	\$ /insp.	\$
CLIN 0009	Inspection of: Over 240 units	40 (1)	\$ /insp.	\$
		Second Option Total		\$
	Third Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0010	Inspection of: ≤ 76 units	144 (6)	\$ /insp.	\$
CLIN 0011	Inspection of: 77 to 240 units	256 (8)	\$ /insp.	\$
CLIN 0012	Inspection of: Over 240 units	40 (1)	\$ /insp.	\$
		Third Option Total		\$
CLIN 0013 COLORADO		Grand Total (Base Period plus each Option Year)		\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

4.4 UTAH PROJECTS

UTAH	Base Period (2 years)	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0014	Inspection of: ≤ 76 units	192 (8)	\$ /insp.	\$
CLIN 0015	Inspection of: 77 to 240 units	512 (16)	\$ /insp.	\$
CLIN 0016	Inspection of: Over 240 units	240 (6)	\$ /insp.	\$
		Base Period Total		\$
	First Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0017	Inspection of: ≤ 76 units	96 (4)	\$ /insp.	\$
CLIN 0018	Inspection of: 77 to 240 units	256 (8)	\$ /insp.	\$
CLIN 0019	Inspection of: Over 240 units	120 (3)	\$ /insp.	\$
		First Option Total		\$
	Second Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0020	Inspection of: ≤ 76 units	96 (4)	\$ /insp.	\$
CLIN 0021	Inspection of: 77 to 240 units	256 (8)	\$ /insp.	\$
CLIN 0022	Inspection of: Over 240 units	120 (3)	\$ /insp.	\$
		Second Option Total		\$
	Third Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0023	Inspection of: ≤ 76 units	96 (4)	\$ /insp.	\$
CLIN 0024	Inspection of: 77 to 240 units	256 (8)	\$ /insp.	\$
CLIN 0025	Inspection of: Over 240 units	120 (3)	\$ /insp.	\$
		Third Option Total		\$
CLIN 0026 UTAH		Grand Total (Base Period plus each Option Year)		\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

4.5 WYOMING PROJECTS

WYOMING	Base Period (2 years)	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0027	Inspection of: ≤ 76 units	96 (4)	\$ /insp.	\$
CLIN 0028	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0029	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Base Period Total		\$
	First Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0030	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0031	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0032	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		First Option Total		\$
	Second Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0033	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0034	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0035	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Second Option Total		\$
	Third Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0036	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0037	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0038	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Third Option Total		\$
CLIN 0039 WYOMING		Grand Total (Base Period plus each Option Year)		\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

4.6 MONTANA PROJECTS

MONTANA	Base Period (2 years)	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0040	Inspection of: ≤ 76 units	1 (0)	\$ /insp.	\$
CLIN 0041	Inspection of: 77 to 240 units	128 (4)	\$ /insp.	\$
CLIN 0042	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Base Period Total		\$
	First Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0043	Inspection of: ≤ 76 units	1 (0)	\$ /insp.	\$
CLIN 0044	Inspection of: 77 to 240 units	64 (2)	\$ /insp.	\$
CLIN 0045	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		First Option Total		\$
	Second Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0046	Inspection of: ≤ 76 units	1 (0)	\$ /insp.	\$
CLIN 0047	Inspection of: 77 to 240 units	64 (2)	\$ /insp.	\$
CLIN 0048	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Second Option Total		\$
	Third Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0049	Inspection of: ≤ 76 units	1 (0)	\$ /insp.	\$
CLIN 0050	Inspection of: 77 to 240 units	64 (2)	\$ /insp.	\$
CLIN 0051	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Third Option Total		\$
CLIN 0052 MONTANA		Grand Total (Base Period plus each Option Year)		\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

4.7 NORTH DAKOTA PROJECTS

NORTH DAKOTA	Base Period (2 years)	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0053	Inspection of: ≤ 76 units	96 (4)	\$ /insp.	\$
CLIN 0054	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0055	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Base Period Total		\$
	First Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0056	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0057	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0058	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		First Option Total		\$
	Second Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0059	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0060	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0061	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Second Option Total		\$
	Third Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0062	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0063	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0064	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Third Option Total		\$
CLIN 0065 N. DAKOTA		Grand Total (Base Period plus each Option Year)		\$

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

4.8 SOUTH DAKOTA PROJECTS

SOUTH DAKOTA	Base Period (2 years)	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0066	Inspection of: ≤ 76 units	96 (4)	\$ /insp.	\$
CLIN 0067	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0068	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Base Period Total		\$
	First Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0069	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0070	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0071	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		First Option Total		\$
	Second Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0072	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0073	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0074	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Second Option Total		\$
	Third Option Year	b	c	d
	Project Size by Number of Units	Estimated Number of Inspections For (# shown below) of Projects	Price	(b x c = d)
CLIN 0075	Inspection of: ≤ 76 units	48 (2)	\$ /insp.	\$
CLIN 0076	Inspection of: 77 to 240 units	1 (0)	\$ /insp.	\$
CLIN 0077	Inspection of: Over 240 units	1 (0)	\$ /insp.	\$
		Third Option Total		\$
CLIN 0078 S. DAKOTA		Grand Total (Base Period plus each Option Year)		\$
CLIN 0079 (ALL STATES)	CLIN 13+26+39+52+65+78	GRAND TOTAL (ALL STATES)		\$

SECTION C - PERFORMANCE WORK STATEMENT (PWS)

SECTION C-1 GENERAL

1.1 BACKGROUND

- 1.1.1 The U.S. Department of Housing and Urban Development (HUD) provides funding for, or insures financing of, the construction of new MF projects or the repair or rehabilitation of existing MF projects, as authorized by several sections of the Housing Act of 1959 (HA), National Housing Act (NHA) and National Affordable Housing Act (NAHA), as listed below:

Section 207(M)	Manufactured Home Parks
Section 221(d)(3) and (4)	Multifamily Rental Housing for Moderate-Income Families
Section 232	Nursing Homes, Intermediate Care Facilities, Board and Care, and Assisted-Living Facilities
Section 202 or 811	Housing for the Elderly (202) or for Persons with Disabilities (811)
Section 220	Mortgage Insurance for Urban Renewal Areas
Section 223(f)	Mortgage Insurance for the Acquisition or Refinancing of Multifamily Rental Apartments
Section 232/223(f)	Mortgage Insurance for the Purchase or Refinancing of Existing Nursing Homes and Assisted-Living Facilities

- 1.1.2 HUD is required to perform periodic property inspections of MF projects throughout the entire construction and/or rehabilitation phase and during the warranty periods. Also, HUD is required to assist other parties (owner, sponsor, builder, supervisory architect, mortgage company, etc.) in utilizing HUD forms and procedures relative to the construction phase of multifamily project development.
- 1.1.3 The purpose of this contract is to obtain the services of a contractor who, as HUD's representative, will conduct required inspections and perform various construction inspection tasks (such as reviewing change orders, payment requests, schedules, request for permission to occupy, etc.) for HUD. Inspections shall be made to evaluate the builder's and supervisory architect's performance, to obtain construction in accordance with the construction contract documents, and to report on conformance with prevailing wages (when applicable) and other construction contract requirements. For HUD construction inspection tasks, the contractor shall serve as HUD's construction representative for completing various portions of HUD forms, procedures and other related tasks. The contractor's work products shall provide HUD with the field/site data necessary to make informed decisions regarding the construction phase of the HUD multifamily insurance underwriting process.

1.2 SCOPE OF WORK

The contractor shall provide all necessary technical and clerical services, facilities, materials, supplies, travel, equipment, supervision, and personnel and other items and services, except as may be provided by HUD and identified below, to perform the services as defined in this contract. HUD will pay the contractor a flat fee per inspection (per site visit) as set forth in Section B, and HUD will reimburse no expenses to the contractor, unless specifically identified elsewhere in this contract.

1.3 PERSONNEL

The contractor is responsible for ensuring the contract manager and inspectors are thoroughly familiar with all HUD programs and procedures as they apply to the duties of the HUD representative (also called "HUD Design Representative" or "HUD Inspector" in HUD handbooks, specifically 4460.1 and 4435.01, and the *MAP Guide*) and that they remain abreast of all changes to applicable handbooks, publications and forms. As the HUD representative on the project site, the contractor shall be responsible for assisting other parties (owner, sponsor, builder, supervisory architect,

SECTION C - PERFORMANCE WORK STATEMENT (PWS)

mortgage company, etc.) in utilizing HUD forms and procedures relative to the construction phase of the multifamily project development.

- 1.3.1 Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be identified in Section I, 1.12, Key Personnel. These personnel shall be designated in writing to the Contracting Officer within seven (7) business days of contract award and prior to revision.
 - 1.3.1.1 The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operations of this contract.
 - 1.3.1.2 The contract manager or inspector shall be available during normal duty hours in accordance with Section C.1.6 to discuss problem areas with the Government Technical Representative (GTR), Government Technical Monitor (GTM), and /or the HUD Construction Manager (HUD CM) and, if necessary, to meet with one or more of them in the local HUD office at no additional cost to the government or to the price of inspection services.
 - 1.3.1.3 The contract manager shall possess at least three years of experience in managing and overseeing employees who perform multifamily construction inspection activities. The contract manager shall also have at least three years experience in performing multifamily construction inspection services.
- 1.3.2 Employees. The contractor shall recruit, hire, train and supervise qualified employees. The Contracting Officer shall have the authority to restrict the assignment of any individual as an employee under the contract or any subcontracts who is identified as a potential threat to the health, safety, security, general well being, mission of the Department or its staff, or whom HUD may determine has any actual or potential conflict of interest.
 - 1.3.2.1 The contractor, its staff, and the subcontractor personnel shall present a neat and clean appearance and be easily recognized. This may be accomplished by wearing appropriate badges that contain the company name, employee name, and photo or any other method of identification. The contractor's employees and subcontractors shall not indicate they are agents or employed by HUD, rather that they are under contract with HUD.
 - 1.3.2.2 The contractor shall certify to the Contracting Officer that the inspectors meet the below-stated minimum qualifications. Such certification shall be made within seven (7) business days after contract award and seven (7) business days after hiring a new inspector; but, in any event, prior to any inspector performing inspections. These employees, along with the contract manager, shall be considered Key Personnel. The contractor shall not substitute Key Personnel without prior approval of the Contracting Officer.
 - 1.3.2.3 All inspectors shall possess recent (generally considered to be within the past three [3] years) satisfactory MF experience related to the specific tasks required by this contract. Experience shall include a record of performing acceptable on-going construction and guarantee/warranty inspections and HUD-related construction inspection tasks as required by this contract. The experience shall clearly reflect the inspector's knowledge of and familiarity with HUD regulations and handbook requirements to ensure compliance with them by the owner, builder and supervisory architect. The complexity of some projects may mandate that they be assigned to an inspector whose background indicates the ability to perform those inspections.
 - 1.3.2.4 When the contractor has assigned an inspector to a project, that inspector shall continue to conduct all inspections at the property through final completion of construction phase and the two guarantee/warranty inspections. If, due to unforeseen circumstances, it becomes necessary to substitute an inspector assigned to a project, the contractor shall inform the GTR at least seven (7) days prior to the scheduled inspection, that an inspector from the key personnel list is to be assigned.

SECTION C - PERFORMANCE WORK STATEMENT (PWS)

- 1.3.2.5 The contractor shall not employ or subcontract with any person who is a current or former civilian employee of the U.S. Government if the employment of that person would create a conflict of interest, an appearance of any conflict, or otherwise conflict with Department restrictions. The HUD Office of Counsel must approve employment of any person who is a current or former civilian employee of the U.S. Government.

1.4 CONTRACTOR QUALITY CONTROL

- 1.4.1 The contractor shall establish and maintain a complete quality control (QC) plan to ensure the requirements of the contract are provided as specified. One (1) copy of the contractor's QC plan shall be provided to the Contracting Officer and one (1) copy to the GTR not later than the post-award conference. The contractor shall provide a complete copy to the Contracting Officer and GTR as any updates/changes occur. The contractor shall retain copies of all documents/records generated in the QC process for at least one (1) year after expiration of the contract, and shall present them to the Contracting Officer upon request.
- 1.4.2 At a minimum, the QC plan shall:
 - 1.4.2.1 Specify all services to be reviewed which shall include oversight of inspectors to ensure timely quality work.
 - 1.4.2.2 Indicate whether services are to be reviewed on a scheduled or unscheduled basis.
 - 1.4.2.3 Explain how reviews are to be conducted.
 - 1.4.2.4 Identify name(s) and qualifications of the individual(s) responsible for performing the QC reviews, and the specific areas/services to be inspected by such individuals.
 - 1.4.2.5 Assure that MF projects are inspected and that HUD construction inspection tasks are completed in accordance with all relevant HUD handbooks, requirements and procedures.
 - 1.4.2.6 Guard against dishonest, fraudulent or negligent acts.
 - 1.4.2.7 Guard against errors and omissions by officers, employees or other authorized persons. If a problem is identified, the contractor shall promptly take appropriate action to correct the problem. The contractor shall keep a record of any such errors and omissions. At the request of the GTR/GTM, the contractor shall make these records available for review. The contractor shall design its quality control system to assure its staff complies with HUD's handbooks, requirements and procedures.
 - 1.4.2.8 Guard against potential conflicts of interest.
 - 1.4.2.8.1 When performing inspections or construction inspection tasks, the contractor may become privy to privileged information about builders and design architects involved with HUD MF projects. This privileged information shall not be used by the contractor (or anyone connected with the contractor) against HUD or anyone listed in 1.1.2, above.
 - 1.4.2.8.2 The contractor, or any of its employees, shall not have any financial interest, direct or indirect, in any contract (other than this contract) with respect to any HUD MF property that has been assigned to this contract.
 - 1.4.2.8.3 The contractor, or any of its employees, shall not be assigned and cannot perform inspections on projects in which they currently serve as the design and/or Supervisory Architect
 - 1.4.2.9 Identify methods for selection of qualified inspectors.

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- 1.4.2.10 Provide a method to identify deficiencies in quality of services performed and take corrective action before the level of performance becomes unsatisfactory.
- 1.4.2.11 Ensure the complete documentation of all quality control reviews and any corrective action required. The contractor shall establish and maintain files for such documentation throughout the term of this contract. The filing method shall be such that all information relative to quality control inspections is logically grouped together and readily accessible. The files shall be made available to HUD upon demand during the contractor's regular business hours. The files shall be turned over to HUD within ten (10) business days of request.

1.5 PHYSICAL SECURITY

The contractor shall be responsible for safeguarding all government property, primarily multifamily project construction contract documents, data and inspection records, and other related information. The contractor shall be held liable for loss or misuse of government property due to causes such as neglect, negligence of employees and subcontractors, failure to secure property, or other misconduct by the contractor.

1.6 HOURS OF OPERATION

The contractor shall be able to provide service from 8:00 AM to 4:30 PM, Local Time (where project is located), Monday through Friday, with the exception of recognized Federal holidays.

SECTION C-2 DEFINITIONS

2.1 GENERAL DEFINITIONS

- 2.1.1 Construction Manager (HUD CM) – the HUD employee in the Denver Multifamily Hub who is responsible for the proper performance of all functions relating to inspection. The Construction Manager keeps informed of the general progress of the work on all projects in the Denver Hub's jurisdiction during the construction stage and guarantee period and is familiar with any problems involved. The HUD CM is also a designated GTM and is appointed in writing by the Government, but is referred to herein as the HUD CM. See Section G.
- 2.1.2 Contract Manager – the individual employed by the contractor and designated to administer the terms and conditions of the contract.
- 2.1.3 Contracting Officer (CO) – a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 2.1.4 Contractor – the individual, partnership, corporation, or other entity that is the party subject to the terms and conditions of this contract, and also is referred to as HUD's Representative.
- 2.1.5 Days – calendar days unless otherwise specified.
- 2.1.6 GTM - the Government Technical Monitor appointed in writing by the Government. The GTM, for purposes of this contract, is subordinate to the GTR and assists the GTR in monitoring the contractor's performance. The GTM will provide project-specific technical clarification, assistance, and direction to the contractor in the performance of duties of this contract. The GTM provides technical advice and assistance to the GTR.
- 2.1.7 GTR - the Government Technical Representative appointed in writing by the Government. The GTR monitors compliance with the provisions of this contract. See Section G.
- 2.1.8 HUD - the U.S. Department of Housing and Urban Development. The terms "Department of Housing and Urban Development," "Department," "HUD," and "Government" shall be synonymous and may be used interchangeably in this contract.

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- 2.1.9 HUD Capital Advance Program - a program whereby HUD provides direct funding for construction, acquisition, or rehabilitation of a housing project.
- 2.1.10 HUD-Insured Program - a program where HUD provides mortgage insurance to the mortgagee for construction, acquisition, or rehabilitation of a housing project.
- 2.1.11 Performance Assessment - a planned and systematic pattern of all government actions to provide confidence that adequate technical requirements are established, products and services conform to established technical requirements, and satisfactory performance is achieved.
- 2.1.12 Quality Control - those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

2.2 TECHNICAL DEFINITIONS

- 2.2.1 AIA - the American Institute of Architects, 1735 New York Ave., NW, Washington, DC 20006.
- 2.2.2 Application - the HUD-92013, Application for Multifamily Housing Project, and other required exhibits that are submitted by a sponsor or the mortgagee of record to a HUD Office to request issuance of a processing letter (SAMA, Feasibility Letter, Conditional Commitment, or Firm Commitment).
- 2.2.3 Architect - the architect providing services to the sponsor/owner under the terms of the AIA-B181, Owner-Architect Agreement.
- 2.2.4 Builder - the General Contractor hired by the sponsor/owner to construct the project under the terms of the construction contract and in accordance with contract documents. The term “builder” is used in this contract to avoid confusion when the contractor’s role is discussed.
- 2.2.5 Certificate of Occupancy - a certificate allowing occupancy issued by a local building department for a structure or structures for which a building permit has been issued.
- 2.2.6 CER - Code of Federal Regulations.
- 2.2.7 Contract Administration - the monitoring of the performance of the contractor by the GTR, GTM and Contracting Officer relative to the tasks performed under this contract.
- 2.2.8 Construction Contract - the construction contract applicable to the particular project for which HUD is providing funding or mortgage insurance and which HUD requires (typically a contract between the builder and project owner or sponsor).
- 2.2.9 Construction Contract Administration - the supervisory architect’s administration of the contract between the builder and project sponsor/owner in the construction of any MF project. HUD construction inspection tasks, to be performed by the contractor as HUD’s Representative, are defined in paragraph 5.4 of this Section.
- 2.2.10 Construction Inspection Services - monitoring the construction and construction inspection tasks, and performing related functions for the purpose of protecting the Department’s interest.
- 2.2.11 FHAG - Fair Housing Accessibility Guidelines.
- 2.2.12 Final Closing - the final completion of all HUD project development forms, procedures, terms and conditions per HUD legal and programmatic requirements. This occurs after completion of project construction and cost certification.

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- 2.2.13 Final Completion of the Work - the time when all work under the owner's/sponsor's construction contract is 100 percent complete, except work items beyond the builder's control which are accepted as delayed items of completion. It is formalized as the date the contractor signs the final HUD-95379, HUD Representative's Trip Report, provided that the trip report is subsequently accepted by the GTM and the HUD CM.
- 2.2.14 HUD Inspection Procedures - paragraphs 3-1 through 3-17 in Chapter 3, Architectural Inspection, of HUD Handbook 4460.1 REV-2, *Architectural Analysis and Inspections for Project Mortgage Insurance*; HUD Handbook 4435.01 REV-1, *Project Construction and Servicing Before Final Closing*; and the *MAP Guide*. (Chapter 13 and other chapters or appendices) Required reporting via the HUD-95379, HUD Representative Trip Report, is to be completed for each inspection per HUD Multifamily Underwriting Reports and Forms Catalog, or per instructions included on the form. The definition of "signature" in the instructions for the completion of the HUD forms may include "electronic signature".
- 2.2.15 Initial Closing - the initial endorsement of a HUD project for loan insurance or for a direct loan which normally occurs prior to the commencement of construction. The legal documents, loan forms, construction contract, and other required instruments are signed at this meeting.
- 2.2.16 Item(s) of Delayed Completion - construction-related work items beyond the builder's control to complete. Identified by the contractor at final completion of the work (see 2.2.13).
- 2.2.17 Latent Defect(s) - defective or non-conforming work item(s) not observed during construction. Identified by the owner's architect and the HUD inspection contractor at either the 9-month or 12-month warranty inspection.
- 2.2.18 MAP Guide - HUD's guide to the Multifamily Accelerated Processing (MAP) program. Available online at: www.hud.gov/offices/hsg/mfh/map/mapguide/mapguide.cfm
- 2.2.19 Pre-closing Conference - the meeting HUD will conduct, if necessary, with the lender, owner/sponsor, builder, contractor, accountants, and others to assist in reaching the project's final closing in a timely manner.
- 2.2.20 Pre-Construction Conference (PCC) - the meeting attended by the contractor; builder; builder's subcontractors (if possible); supervisory architect; owner/sponsor; consultants (if any); mortgage company (if applicable); and HUD Housing Development staff to discuss the construction contract documents and applicable HUD requirements. Required for every project and should precede the initial start of construction (if possible).
- 2.2.21 Project - the land or leasehold and existing or proposed improvements described in an application for mortgage insurance or capital advance.
- 2.2.22 RESERVED
- 2.2.23 Sponsor/Owner/Mortgagor - the individual or entity planning the project whose name appears on the Construction Contract and other applicable project documents.
- 2.2.24 Start(s) of Construction - "Initial Start of Construction" is defined as the beginning date of the initial site preparation. This date is used in connection with the Labor Standards and prevailing wage requirements, when the construction contract work commences with initial site clearance or other preliminary site work for proposed construction projects. The "Start of Permanent Construction" is defined as the first day that permanent on-site building elements were put in place (footings, foundations, pilings, utility lines, etc., but not excavation, forms or trenching, including demolition of portions of the existing building for substantial rehabilitation projects). Builder documents "initial" and "permanent" construction start dates via appropriate correspondence to the contractor.
- 2.2.25 Supervisory Architect - the architect identified in AIA-B181 to perform construction phase administration of the construction contract.

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- 2.2.26 Temporary Certificate of Occupancy - a certificate issued by a local building department for a structure or structures for which a building permit has been issued (allows early occupancy and prior to issuance of Certificate Of Occupancy).
- 2.2.27 LEAS - Uniform Federal Accessibility Standards.

SECTION C-3 GOVERNMENT FURNISHED ITEMS AND SERVICES

3.1 CONSTRUCTION-RELATED DOCUMENTS

- 3.1.1 After the contractor has been assigned a project, the GTM will provide to the contractor, copies of construction related documents pertinent to the type of HUD program the project is funded or insured, which are necessary for the contractor to inspect and perform construction inspection tasks for the assigned HUD MF projects. Construction related documents forwarded to the contractor, depending on the program type, as determined by the GTR/GTM are as follows:
 - 3.1.1.1 Set of HUD-approved construction drawings and specifications (stamped as INSPECTION SET). Contractor to refer to this set, as necessary, for processing change orders, review of inspections and similar functions. Disposed of by contractor after HUD final endorsement of project.
 - 3.1.1.2 Construction contract between the builder and the owner/sponsor
 - 3.1.1.3 Supervisory Architect's Contract, AIA Document B-181 with HUD Amendment
 - 3.1.1.4 Drawings, specifications, and contract pertaining to offsite improvements (if applicable)
 - 3.1.1.5 Escrow Agreement for Offsite Facilities (if applicable)
 - 3.1.1.6 Builder's Progress Schedule
 - 3.1.1.7 Builder's and/or Mortgagor's Cost Breakdown – Schedules of Values, Form HUD-2328
 - 3.1.1.8 Project Capital Needs Assessment (PCNA) (if applicable)
 - 3.1.1.9 Additional pertinent documents

3.2 WORK SPACE AT THE CONSTRUCTION SITE

Work space at the construction site for HUD personnel and the contractor (as HUD's representative), is required by the addendum to the Building Loan Agreement and the construction contract for projects under construction. The contractor has the right of entry and free access to construction sites and to inspect all work and materials, equipment and fixtures furnished, installed or stored in and about the project at all normal working times during construction. The contractor shall immediately notify the GTR/GTM if it is denied such right of entry and free access. The contractor shall not attempt to resolve any dispute regarding entry and free access unless specifically instructed by the GTR/GTM to do so.

3.3 HUD JOB SET OF PLANS AND SPECIFICATIONS

HUD provides a set of plans and specifications to the builder for use on the construction site (stamped as JOB SET). The contractor shall refer to and use the JOB SET of the plans and specifications during the construction period to perform inspections. The contractor shall mark-up (in red) this set to record those portions of the work inspected. This becomes the record of the inspector's check of work-in-place. The JOB SET is retained on-site during construction. Upon completion of construction, the contractor shall assure that the builder has given (with transmittal) the JOB SET of plans and specifications to the sponsor/owner, to be retained at the project site, along with the Operating & Maintenance Manuals and other contract close-out requirements in Division 1 of the specifications. Guarantee/Warranty inspections shall be performed by the contractor using the JOB SET of record documents available at the project site.

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SECTION C-4 CONTRACTOR FURNISHED ITEMS AND SERVICES

All costs of performance under this contract are to be at the expense of the contractor, including the contractor's own materials, equipment, services, and transportation.

SECTION C-5 SPECIFIC TASKS

5.1 GENERAL

- 5.1.1 HUD requires construction inspection services for selected MF projects. The contractor shall perform construction inspections of new or substantial rehabilitation construction projects (Sections 202/811, 207, 220, 221(d)3 and (d)4, and 232 projects) on a twice-per-month basis (approximately 14-15 day intervals).
 - 5.1.1.1 One of the twice-monthly inspections shall include a monthly draw inspection and meeting attended by the supervisory architect, owner/sponsor, builder, consultants, and any other interested parties. The twice-monthly inspections shall be scheduled with the GTM and shall be performed by the contractor throughout the full construction period (average 12-months). The twice-monthly inspection schedule may be adjusted (later or earlier than in the schedule) by the contractor or GTM, if there is a legitimate need for adjustment. Any such change shall be mutually acceptable to both parties.
 - 5.1.1.2 The contractor shall monitor, evaluate, and record the performance of the supervisory architect and the builder and perform HUD construction inspection tasks as required.
 - 5.1.1.3 The contractor shall make additional (more frequent) inspections at the site of MF housing projects upon direction by the GTR. The contracting officer must authorize such additional inspections in the appropriate task order for that project prior to the GTR/s direction to the contractor.
- 5.1.2 The contractor shall also perform guarantee/warranty inspections. Each HUD MF project, after completion of construction, is typically covered by a one (1) year warranty against latent defects. Two (2) guarantee/warranty inspections are usually conducted during the warranty period: one (1) close to the 9-month and another not later than the tenth day of the 12th month anniversary dates of the completion of construction. Warranty inspections identify latent defects and check items of delayed completion. During these inspections, the contractor shall identify latent defects in materials and/or workmanship per the construction documents for repair/replacement under warranty, as well as identify any improper maintenance and casualty damage. Contractor shall verify completion of any approved items of delayed completion (and sign Release of Escrow if applicable).

5.2 SECTION 223(f) INSPECTIONS

- 5.2.1 When HUD requires, the contractor shall perform inspections of projects funded or endorsed under Section 223(f) of the National Housing Act. Inspections may be attended by the owner, the architect, builder, consultants, and any other interested parties. Each inspection shall be performed in response to a request for a release from the repair escrow, or at intervals as directed by the GTR, but shall always be limited by the quantity ordered on the task order. The inspection showing that all repairs covered by the repair escrow are completed shall be considered the final inspection.
- 5.2.2 General Information. HUD may elect, during two (2) processing stages, when repairs, replacements, and improvements (required repairs) may/must be made. These periods are:
 - 5.2.2.1 Conditional Commitment - This optional processing stage is typically only used for purchase transactions where the buyer is not known. The contractor shall follow the same procedures as when required repairs are made at firm commitment.
 - 5.2.2.2 Firm Commitment - A firm commitment will always be issued whether or not a conditional commitment is issued. The commitment to insure upon completion, FHA-2453MM, must be valid and outstanding until project closing. All repairs must be completed before closing, except where HUD's firm commitment provides for completion of non-critical repairs after closing. An escrow is

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always required for completion of any repairs after closing.

- 5.2.3 Contractor's primary responsibility - Monitor and report the completion of repairs and compliance with commitment/endorsement/closing document conditions, report any conditions that contribute to mortgage risk, and monitor the builder's performance. The contractor shall perform an inspection to confirm that critical repairs have been completed prior to loan closing, if requested by the GTM.
- 5.2.4 The GTM shall provide the following documents to the contractor, as applicable, as reference documents in performing the critical or non-critical inspections:
 - 5.2.4.1 Conditional or firm commitment, or the Escrow Agreement where endorsement has occurred
 - 5.2.4.2 List of required repairs (work write up)
 - 5.2.4.3 Specifications and drawings (if provided by the owner)
 - 5.2.4.4 Schedules of Values (required only for projects with repairs delayed after endorsement)
 - 5.2.4.5 Progress Schedule (required only for projects with repairs delayed after endorsement)
 - 5.2.4.6 Schedule of Delayed or Interrupted Occupancy or Income (required only for projects with repairs delayed after endorsement)
- 5.2.5 Trip reports shall be filed on the HUD-95379 for each inspection. The contractor shall complete the form and report on the following as applicable:
 - 5.2.5.1 Non-compliance with provisions of the commitment or endorsement; e.g., work write up, specifications, drawings, and other documents listed in subparagraph 5.2.4 above.
 - 5.2.5.2 Adverse conditions such as slow work completion, destruction of work, new regulatory requirements, and disputes.
 - 5.2.5.3 Availability of use of facilities listed on the schedule of delayed or interrupted occupancy. Identify by dwelling unit (room number for care facilities) or other comprehensive description.
 - 5.2.5.4 Municipal authorizations, such as permissions to occupy and use permits.
 - 5.2.5.5 Critical repairs shall be completed and reported before endorsement as described in the *MAP Guide* HUD Handbook 4460.1, Rev. 2, subparagraph 5-6(D)(3) and 4435.01, Rev. 1, subparagraph 3-2.
 - 5.2.5.6 Items of Delayed Completion. Provide a detailed list of any exterior work for delayed completion, the recommended escrow amount, and the recommended completion date. The date for completion of items of delayed completion shall not be later than 12 months after endorsement.
 - 5.2.5.7 Guarantee Inspections – When the owner uses a builder, rather than its own staff, to carry out repairs, conduct guarantee inspections to discover and require correction of latent defects within 1 year of the date of final completion of all repairs.
 - 5.2.5.8 Detailed narrative of observations, not addressed above, made during the site visit in accordance with paragraph 5.3.4.3 below.
- 5.2.6 Progress payments - If progress payments (partial release of escrow) are to be made for completion of repairs after endorsement, they shall be based on the HUD-approved Schedules of Values, prior to release of escrow funds.

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- 5.2.7 Final Report - Final report shall be submitted upon completion of work and shall show the following:
- 5.2.7.1 All work acceptably completed in accordance with provisions of the commitment/endorsement and approved changes;
 - 5.2.7.2 Off-site work completed or the municipality has given written assurance of completion;
 - 5.2.7.3 Utilities connected;
 - 5.2.7.4 Permanent facilities for ingress and egress provided; and
 - 5.2.7.5 Applicable municipal inspections, approvals, and other related documents have been issued.

5.3 CONSTRUCTION INSPECTIONS

- 5.3.1 Projects Under Construction or Under Warranty. After contract award, the contracting officer will assign projects to the contractor for servicing which are already under construction or in need of warranty inspections. The GTM will provide to the contractor copies of all pertinent construction-related documents necessary for the contractor to inspect and perform construction inspection tasks for these HUD MF projects.
- 5.3.2 New Projects. At any time after contract award, the contracting officer will assign new projects to the contractor for servicing under this contract. After initial endorsement/closing of a new project; HUD will, at its discretion, assign said project to the contractor and forward all pertinent construction-related documents necessary to perform construction inspections, HUD construction inspection tasks, and guarantee/warranty inspections.
- 5.3.3 Pre-Construction Conferences (PCCs). Contractor shall conduct the HUD PCC unless one has already been conducted prior to project being assigned to contractor. PCC is usually conducted at the construction site or other convenient location agreed upon by all parties (contractor, builder, owner, sponsor, supervisory architect, mortgage company, etc.). Afterwards, contractor shall submit summary of the PCC meeting notes on a Trip Report form HUD-95379 (photos not required) with an attached list of attendees (attendance roster) to the GTM and HUD CM within seven (7) business days of the conference. Conducting of the PCC by the contractor and the submission of the resultant HUD-95379 shall qualify as an inspection for payment purposes.
- 5.3.4 Twice-monthly construction inspections/site-visits/site-meetings for construction projects under Sections 202/811, 207, 220, 221(d)(3), 221(d)(4) and 232.
- 5.3.4.1 The contractor shall visit the job-site and inspect the project twice per month (at approximately 14-15 day intervals), or other frequency as directed by the GTR to evaluate, observe, and report on construction progress and actual conditions on the job-site, construction activity and construction inspection tasks described at paragraph 5.4, below. The contractor shall schedule one of the twice-monthly inspections to coincide with the monthly Builder's Requisition (pay draw/HUD-92448) and meet with the builder, architect, owner, sponsor, consultant (if applicable), and lender (if applicable). The other monthly inspection shall be coordinated with the builder's work schedule to ensure the presence of the builder's supervisors and other workers.
 - 5.3.4.2 It is anticipated that "initial" and "permanent" construction will start within a few days following initial endorsement. The contractor shall inform all parties that the maximum number of days from the construction contract signing (at initial closing) until the initial start of construction is notated on the HUD construction contract. The contractor shall insure that the builder documents the start dates of the "initial" and "permanent" construction via appropriate letters from the builder to the contractor. The contractor shall forward said construction start letter(s) received from the builder to the GTM and HUD CM within seven (7) business days of receipt. Unless previously noted, the first visit shall verify whether construction has started within the time frame required by the construction contract and may involve the Builder's first payment requisition (HUD-92448).

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- 5.3.4.3 Construction Progress Inspections/Reviews. See Handbook 4460.1 REV-2 (paragraph 3-3.E) and Chapter 13 of the *MAP Guide* for detailed instructions. During the visit, the contractor shall maintain a role as observer and provider of technical information as HUD's representative, through interaction with sponsor/owner, owner's consultant, builder, builder's representatives, supervisory architect and lender (if applicable). The contractor shall:
- 5.3.4.3.1 Attend and participate in twice monthly job-site meetings with one inspection coinciding with the monthly review of the Builder's Requisitions (HUD-92448). The contractor shall sign the requisition as HUD's representative. The owner, builder, architect, and contractor shall typically coordinate the date of these pay-draw meetings at the Pre-Construction Conference (PCC).
 - 5.3.4.3.2 Observe and report on construction activities of on-site and off-site construction.
 - 5.3.4.3.3 Observe and report on construction progress to evaluate the builder's and architect's performance.
 - 5.3.4.3.4 Report on conformance with builder's progress schedule.
 - 5.3.4.3.5 Report whether the completed construction is in conformance with the approved contract documents.
 - 5.3.4.3.6 Report whether the materials stored on-site are properly stored and invoiced.
 - 5.3.4.3.7 Report whether the Builder's Requisition for Payment is reasonable.
 - 5.3.4.3.8 Discuss and report on:
 - 5.3.4.3.8.1 All issues pertinent to the construction contract.
 - 5.3.4.3.8.2 Status of progress of work subject to pending or previously-approved change orders.
 - 5.3.4.3.8.3 All non-compliance in the execution of the contract.
 - 5.3.4.3.8.4 Labor and EEO compliance.
 - 5.3.4.3.9 Apprise the major participants (builder, supervisory architect, owner, sponsor, consultant, and lender) of observed deficiencies and problem areas in the progress of the work and clarify HUD procedures applicable to the issues raised relative to the construction phase of multifamily project development. Issues, which cannot be settled on site, shall be initially referred to the GTM.
 - 5.3.4.3.10 Discuss any findings, particularly any adverse findings, with the supervisory architect at the job-site, or by phone if the supervisory architect is not present when the site visit is made. Report findings in the Trip Report.
 - 5.3.4.3.11 After 80 percent project completion, bring to the participants' attention the following:
 - 5.3.4.3.11.1 Definition of Final Completion of Work per the builder and owner's construction contract, Article 2.E.
 - 5.3.4.3.11.2 The owner (in all cases) and builder (where the Cost Plus Contract is used) should meet with HUD's financial and construction cost analysts, respectively, before 90 percent project completion to review cost

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certification submission requirements.

5.3.4.3.11.3 HUD may conduct a pre-(final) closing meeting (conference). If a meeting is held, the contractor shall explain and describe to all parties any observations that may delay or prevent HUD final closing/final endorsement.

5.3.4.3.12 If so requested and/or directed by the GTR, the contractor may be asked to re-inspect or provide additional or more frequent inspections.

5.3.4.3.13 Meet at the project site or local HUD office with the GTR/GTM or designee to resolve project issues, receive updated training and assist and cooperate with any HUD official conducting an on-site review of the project construction and/or construction contract administration for the purpose of assessing performance or other areas of concern.

5.3.4.4 The contractor shall record the results of all site visits (inspections), meetings, issues discussed and conclusions reached on the HUD-95379, HUD Representative's Trip Report (Multifamily). The instructions contained in Handbooks 4460.1 REV-2, 4435.01 REV-1 and the *MAP Guide*, and the instruction sheets to the form shall be followed. The HUD-95379 shall be a comprehensive report that includes all pertinent information the contractor obtains while conducting an onsite inspection/visit/meeting. Contractor shall sign any submitted HUD-95379s in the "HUD Representative" signature block. The original of the HUD-95379 shall be submitted to the GTM with a copy to the HUD CM within seven (7) days of each site visit (inspection).

5.3.4.4.1 For the purpose of completing the blocks at the top of the HUD-95379, "Scheduled Progress" and "Actual Progress", these are to be measured from the date of Initial Endorsement and expressed as percentages of the scheduled construction period.

5.3.4.4.2 The contractor shall:

5.3.4.4.2.1 Evaluate and report on the builder's organization, operations and supervision.

5.3.4.4.2.2 Evaluate and report on the supervisory architect's administration of the construction contract and services per paragraph 3-11 of Handbook 4460.1 REV-2 and paragraph 13.5 of the *MAP Guide*.

5.3.4.4.2.3 Report on special circumstances, the start date of initial and permanent construction (if applicable), occupancy, delays, disputes, proposed or pending changes, etc. Specifically identify and report serious construction problems that may lead to default. For serious construction problems that might lead to a default of the construction contract, said problems must be specifically identified in the HUD-95379 and typically include:

5.3.4.4.2.3.1 Work stoppage.

5.3.4.4.2.3.2 Builder abandons job.

5.3.4.4.2.3.3 A change in the builder, owner or architect during construction.

5.3.4.4.2.3.4 Construction defects untreated for 30 days.

5.3.4.4.2.3.5 Builder cannot or will not correct any construction defect or latent defect.

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- 5.3.4.4.2.3.6 Use of questionable methods of construction or materials.
- 5.3.4.4.2.3.7 Extended periods of bad weather, strikes, etc.
- 5.3.4.4.2.3.8 Controlling jurisdiction issues a stop work order.
- 5.3.4.4.2.3.9 Slow start or progress of off-site work that would impair project occupancy.
- 5.3.4.4.2.3.10 Other conditions of such nature or magnitude as to potentially cause a default, and warranting attention by HUD personnel.
- 5.3.4.4.2.4 Report noncompliance with the construction contract documents (plans and specifications) observed by the contractor and/or the supervisory architect, including any work proceeding on pending changes awaiting HUD approval.
- 5.3.4.4.2.5 Report reasonable dollar amounts requested by the builder and recommended by the architect for payment, based on the work-in place, construction contract and the cost breakdown. Report and list dollar amounts modified on Builder's Requisition (HUD-92448).
- 5.3.4.4.2.6 Report any labor problems, equal employment opportunity problems, or other labor related complaints either observed or reported.
- 5.3.4.4.2.7 Report the percentage of actual and scheduled project completion and the percentage of completion of each additive change order. Note the dollar value of change orders approved to date and list any pending change orders and their dollar value.
- 5.3.4.4.2.8 Report compliance with each off-site work contract, if applicable, and the completed percentage of each. Report slow start or progress of off-site work that may delay occupancy.
- 5.3.4.4.2.9 Report any serious construction problems in accordance with Handbook 4460.1 REV-2, paragraph 3-14.A and the MAP Guide, paragraph 13.3.E.
- 5.3.4.5 Provide Photo Documentation of Construction Status (on-going construction, final inspection and guarantee/warranty inspections). The contractor shall provide a minimum of four (4) construction progress photographs with each trip report, HUD-95379, to the GTM and HUD CM within seven (7) business days of any site visit. The photographs shall be printed in a minimum size of three inches by five inches (3" X 5") on, a sheet of paper and clearly labeled with the project name, HUD project number, date taken and a brief narrative description adjacent to each photograph of the view and condition shown in each. Photographs shall be color digital photographs stored for print and electronic transmission. Digital photographs shall be stored in JPEG or GIF formats with a minimum resolution capable of producing 3" X 5" photo-quality prints. Provide additional photographs as necessary for identifying non-compliance with contract documents or HUD regulations.
- 5.3.4.6 The contractor shall perform the HUD final completion inspection upon final completion of the work, as defined under the definitions portion of this contract, in accordance with instructions in Handbook 4460.1 REV-2 paragraphs 3-16.A. and B. and Handbook 4435.01 REV-1, paragraph 1-11, and the MAP Guide, paragraph 13.6.B. The inspection(s), which are scheduled to

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release dwelling units to the owner and for which permission to occupy will be granted, should correspond to the twice-monthly inspection(s) which are routinely scheduled. The permission to occupy form(s) for all the dwelling units in a project (see also Sec. 5.4.7 below) shall be completed/granted prior to, or simultaneous to, granting final completion (100%)

- 5.3.4.6.1 The HUD final completion inspection trip report shall include the following statements or address the following issues:
 - 5.3.4.6.1.1 “Date of Final Completion per Contract is / / ”, “Construction acceptably completed,” or “Construction acceptably completed subject to withholding disbursement or escrow of funds for completion of the listed items of delayed completion.” List any items of delayed completion, and the estimated cost and recommended time for completing the work.
 - 5.3.4.6.1.2 “Utility services (list services including electricity, gas, water, sanitary sewer, storm sewer, telephone, and cable TV, as applicable) are complete, connected, and operable.” Where connection is precluded by incomplete off-site work, add to the statement, “Connection for (list) is awaiting installation of off-site lines.”
 - 5.3.4.6.1.3 “Safe and adequate ingress and egress have been installed to the site and all units and facilities.” Where ingress or egress is precluded in part, add to the statement “except as follows: (list).”
 - 5.3.4.6.1.4 Complete and date the final HUD-95379 on day of site visit.
 - 5.3.4.6.1.5 Observe and attest to the acceptability of the work, connection of utilities, and property ingress and egress at final completion of the work.
 - 5.3.4.6.1.6 At final completion, assure that form(s) HUD-92485, Permission to Occupy Project Mortgages, have been completed and signed for all dwelling units and that temporary or final certificates of occupancy have been issued by the local authority.
- 5.3.4.6.2 The contractor shall inform builder and owner/sponsor that cost certification requirements are defined in HUD Handbook 4470.2 *Cost Certification Guide for Mortgagors and Contractors of HUD-Insured and Section 202/811 Multifamily Projects*. The contractor shall inform builder to coordinate the completion of a final survey per construction contract requirements, prior to HUD final closing/final endorsement. (See construction contract and Handbook 4460.1 REV-2, paragraph 3-8 and the MAP Guide, paragraph 13.13)
- 5.3.4.6.3 The contractor shall verify that the builder and architect have prepared, or are coordinating in the preparation of, a set of “As Built” drawings and specifications (marked up set of drawings and specifications stamped as JOB SET) which are to be turned over to the owner/sponsor after construction completion.
- 5.3.4.6.4 The contractor shall verify that supervisory architect has established warranty dates for all project/site improvements and specified 9-month and 12-month warranty inspections. The contractor shall report the warranty dates on final HUD-95379.

5.4 ADDITIONAL HUD CONSTRUCTION INSPECTION TASKS

- 5.4.1 Monitor Inspecting/Supervisory Architect’s Services. Advise the inspecting/supervisory architect on HUD requirements, monitor the performance against provisions of the Owner-Architect Agreement (AIA Document B181), and report on the performance in accordance with Handbook 4460.1 REV-2, paragraphs 3-4.K and the

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MAP Guide, paragraph 13.3.D.11. The contractor shall report inadequate performance on the HUD-95379. The contractor shall submit copies of the supervisory architect's field reports (AIA-G711 or other format) to the GTM and HUD CM within seven (7) business days of receipt.

- 5.4.2 Sign and date the periodic pay request (HUD-92448). The contractor shall indicate agreement with the reasonableness of the amount requested by the builder and recommended by the supervisory architect for progress payment. The contractor shall compare the HUD-92448, Builder's Requisition, and supporting documents with the HUD-2328, Schedules of Values, and the observed acceptably completed work and stored on-site materials. Payment for on-site stored materials must be supported and conform with Handbook 4460.1 REV-2, paragraphs 3-7 and 3-8 and Handbook 4435.01 REV-1 and the MAP Guide. The contractor shall:
- 5.4.2.1 Modify the requisition, as required, in accordance with instructions in Handbook 4460.1, REV-2, paragraph 3-6 and the MAP Guide, Appendix 13B. Report any modifications to the requisition on the HUD-95379.
 - 5.4.2.2 Complete and sign the Inspector's Certification on the reverse of the HUD-92448 after all others have signed.
 - 5.4.2.3 Upon completion of the pay draw review and signing of the documents, provide one (1) signed copy of the HUD-92448 to the builder, supervisory architect and mortgage company (if any). Deliver one (1) signed copy of the HUD-92448 to the GTM and a signed copy to the HUD CM within seven (7) business days of signing (for information purposes only). Return the HUD-92448 original and remaining copies (all signed) to the owner's representative at the job-site upon completion of the pay draw review and signing of the documents.
- 5.4.3 Change Orders (HUD-92437). Contractor shall review change order proposals and submitted change orders. Contractor shall initial, date, number and process change order(s) per Handbook 4460.1 REV-2 (paragraph 3-12), Handbook 4435.1 REV-1 (paragraph 1-8), and the MAP Guide (paragraph 13.9). Submitted change orders shall be signed by all parties and shall have appropriate backup documentation attached (builder's cost breakdown and architect's justification letter, with all change items defined as either necessities, betterments, equivalents or time extensions). Time extension change order(s) shall stand alone (no other items on change order form), shall be recorded in calendar days, and shall include consent from bond surety (if any). The contractor shall submit a copy of all change orders, with all appropriate backup documentation attached, to the GTM and HUD CM within seven (7) business days of receipt. The contractor shall report determinations and description of proposed or submitted change orders on the HUD-95379. Contractor shall inform all parties that it is the responsibility of the project mortgagor/sponsor (owner) or mortgage company (if any) for submitting the official (original) change order(s) to HUD with all appropriate backup documentation attached.
- NOTE:** Assure that changes to off-site work are requested in a letter or other acceptable format, but not on the HUD-92437. Off-site changes shall be documented and processed the same as on-site changes.
- 5.4.4 The contractor shall monitor the proper use of Architect's Supplemental Instructions (ASI), AIA-G710, for compliance with Handbook 4460.1 REV-2, paragraph 3-13 and the MAP Guide, paragraph 13.4.D and provide copies of any ASIs to the GTM and the HUD CM within seven (7) business days of receipt. The contractor shall report the architect's improper use of AIA-G710 on the HUD-95379. The contractor shall assure that no cost nor time-related minor changes are reported via an AIA-G710.
- 5.4.5 HUD-92464, Request For Approval of Advance of Escrow Funds. The contractor shall sign and date the form. The HUD-92464 is typically utilized for payment of completed off-site work or for payment of completed change order work where escrow has been previously established. The HUD-92464 shall have been signed by all parties necessary and shall have builders' invoice attached. The contractor shall send a copy to the GTM and a copy to the HUD CM within seven (7) working days of contractor signing (for information purposes only). All signed originals of the HUD-92464 shall be returned to the owner's representative for further handling. Contractor shall inform all parties that it is the responsibility of the project mortgagor/sponsor (owner) or mortgage company (if any) for submitting the official (original) escrow release to HUD with the builders' invoice attached.

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- 5.4.6 Employee Wage Interviews. The contractor shall conduct employee wage interviews with a representative sample of construction personnel in various trades who are on-site during any of the twice-monthly site/project visits. This requirement will apply only for projects where Davis-Bacon wage rates have been established. Every effort should be made to interview up to ten percent (10%) of the workers in all trades over the course of the project construction. The contractor shall record the wage interviews on the Record of Employee interviews (HUD-11). Refer to HUD Handbook 4460.1 REV-2 (Paragraph 3-4.K.6), MAP Guide (paragraph 13.3.D.11.f) and HUD Handbook 1344.1 (Section 1, Paragraph 3-2). Deliver the HUD-11s to the GTM together with the HUD-95379 that covers the visit.
- 5.4.7 FHA-2485/HUD-92485 (Permission to Occupy Project Mortgages). At final completion of work, the contractor shall inspect the completed dwelling units and sign and date the inspector's portion of the Permission to Occupy Project Mortgages (after the owner, builder, and architect have signed and dated) per HUD Handbook 4460.1 REV-2, paragraph 3-15, and Handbook 4435.01 REV-1, paragraph 1-11 and the MAP Guide (paragraphs 13.6.A & 13.14). The contractor shall forward a copy to the GTM and HUD CM within seven (7) business days of signing. The contractor shall assure that copies of the local authorities' certificate(s) of occupancy or temporary certificate(s) of occupancy and the owner's proof of property insurance are attached to each copy. Contractor shall inform all parties that it is the responsibility of the project mortgagor/sponsor (owner) or mortgage company (if any) for submitting the official (original) to HUD with all appropriate attachments.
- 5.4.7.1 Where there is early or phased occupancy of any part of the work (buildings), the contractor shall report all requests for permission to occupy and delayed items of completion on the HUD-95379, HUD Representative's Trip Report. For early or phased occupancy of buildings/structures, the contractor shall submit the HUD-92485, Permission to Occupy Project Mortgages, along with the Temporary Certificates of Occupancy or Certificates of Occupancy from the local building authority, and the owner's proof of property insurance to the GTM and the HUD CM within seven (7) business days of signing, as stated above.
- 5.4.8 Construction Record. The contractor shall maintain a file of project documents from project assignment through final completion of construction, incorporating appropriate documents as listed in Handbook 4460.1 REV-2 (paragraph 3-4.L) and the MAP Guide (paragraph 13.3.D.12) and submit the file to the GTM on within seven (7) business days after completion of the 12 month or last warranty inspection.

5.5 GUARANTEE/WARRANTY INSPECTIONS

- 5.5.1 The contractor shall, as HUD's representative, schedule and perform a 9-month and 12-month warranty (guarantee) inspection per HUD Handbook 4435.01 (Paragraph 1-14), HUD Handbook 4460.1 (Paragraph 3-17) and the MAP Guide (paragraph 13.6.C). The main purpose of the two (2) inspections is to discover and require correction of latent defects (defective or non-conforming work not observed during construction) within one (1) year of the date of the HUD final completion inspection (substantial completion). Contractor shall identify latent defects in materials and/or workmanship per the contract documents for repair/replacement under warranty, as well as identify improper maintenance and casualty damage. Contractor shall verify completion of any approved items of delayed completion (and sign Release of Escrow if applicable). The reports shall include estimated cost of the defective work or repairs to the latent defects.
- 5.5.2 The first warranty inspection shall be close to the 9-month anniversary date of the HUD final inspection (substantial completion) and shall inspect the entire project (site improvements, building exteriors, landscaping, representative sample of the living units, etc.). The second warranty inspection shall be not later than the tenth day the 12th month anniversary date of the HUD final inspection (substantial completion), and shall check the previously reported 9-month inspection defects and corrections and report any additional defects.
- 5.5.3 The contractor reports each guarantee inspection on the HUD-95379. The contractor shall note the following:
- 5.5.3.1 If work is acceptable, state "All observable work acceptable at the time of this inspection."

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- 5.5.3.2 If unacceptable, list latent defects:
 - 5.5.3.2.1 Describe each item,
 - 5.5.3.2.2 Recommend method of correction, and
 - 5.5.3.2.3 Estimate current cost of correction.
 - 5.5.3.3 Status of delayed items of completion (if any).
 - 5.5.4 Both inspections shall be conducted with representatives of the project builder (entity responsible for the construction of the project), project maintenance staff, owner/sponsor, supervisory architect, mortgage company (if any) and consultant (if any).
 - 5.5.5 Deliver to GTM, with one (1) copy to the HUD CM, within seven (7) business days of inspection, HUD-95379 with photographs and a copy of correspondence from contractor to builder verifying transmittal of copy of the HUD-95379 to the builder. The correspondence shall list deficiencies deemed the builder's responsibility and identified before the expiration of the one (1) year warranty and shall require correction of the deficiencies by the builder. The corrections may include remedies through equipment and materials warranties. The status of delayed items of completion should be summarized. The correspondence shall include the following statement:

"If the builder does not correct construction deficiencies or complete delayed items in a timely fashion, remedies will be sought through the surety or use of retainage, escrow or letter of credit where available. HUD may also pursue sanctions against the builder for failure to correct deficiencies or for failure to finish delayed items of completion."
- ### 5.6 ADDITIONAL INSPECTIONS
- 5.6.1 Additional inspections assigned by the GTR and approved by the contracting officer will be covered by a modification to the Task Order issued to the contractor or authorized by the HUD Contracting Officer. Upon assignment by the GTR of an additional project inspection, the contractor shall perform the duties which are applicable, record inspection results on the HUD-95379 and submit the original to the GTM with a copy to the HUD CM within seven (7) business days of the site/project visit (include photographs).
 - 5.6.2 For certain projects, the contractor will be requested by the GTR to perform an additional inspection to report on the builder's finishing any delayed items of completion which were noted at the time of the HUD final inspection. Said inspection shall be conducted only after prior discussion with the GTR.

SECTION C - PERFORMANCE WORK STATEMENT (PWS)

TECHNICAL EXHIBIT 1

WORKLOAD ESTIMATES

- 1.1 The workload estimates reflect HUD's best estimates for the number of projects to be serviced and inspections (visits to project) to be performed during the specified time periods for the geographic area serviced by the HUD Denver Multifamily HUB Office.
- 1.2 The contractor understands that the actual workload is highly dependent on several factors, either within or beyond the control of HUD and therefore is subject to variations. The number of projects to be serviced and inspections to be performed could fluctuate significantly due to changes in market conditions or changes in HUD policy. The contractor shall be aware this contract only guarantees HUD will assign to the contractor current projects not assigned to another contractor as of the date of award of this contract. HUD does not guarantee any specific quantity of projects or inspections beyond the minimums stated for each area.
- 1.3 Attachment A to this exhibit identifies MF HUD insured and Capital Advance projects accomplished in fiscal year 2003. The HUD Denver Multifamily Hub, therefore, presents attachment A as a representative sampling of the possible yearly project workload together with a sampling of the distribution of project locations. The prices established in Section B are firm and will not be subject to adjustment based upon fluctuations or differences in the actual inventory from these estimates.

SECTION C - PERFORMANCE WORK STATEMENT (PWS)**ATTACHMENT A to Technical Exhibit 1**
Denver Multifamily Hub

INSURED and CAPITAL ADVANCE PROJECTS CONSTRUCTED IN FY 2003
(October 1, 2002 through September 30, 2003)

Projects listed below are provided for historical purposes and were used to form the basis for the estimated quantities utilized in the Pricing Schedules, Section B. This list provides a snapshot of the diversity of unit size, program type and location of past projects. The actual number of projects and the resultant number of construction inspections during any one year period of the contract shall vary depending on the actual number of construction starts and the duration of each project.

<u>PROJECT NAME</u>	<u>#UNITS/ BEDS</u>	<u>PROGRAM</u>	<u>LOCATION</u>
<u>COLORADO</u>			
(1) Park Ave. West Residences	122	221d4	Denver
(2) Fountain Springs Apts.	228	221d4	Colo. Springs
(3) Stetson Meadows Apts.	180	221d4	Colo. Springs
(4) Ft. Collins VOA Elderly Housing	60	202	Ft. Collins
(5) Kalos Gardens @ St. Catherine	63	232	G'wood. Village
(6) Golden Pond Assisted Living Facility	85	232	Golden
(7) Springwood Senior Apartments	53	221d4	Arvada
(8) Fountain Ridge South Apartments	75	221d4	Fountain
(9) Bear Valley Park Apartments	260	221d4	Denver
(10) Murray Blvd. Apts.	240	221d4	Colo. Spgs.
(11) Fearnow Group Home	6	811	Pueblo
(12) Anchor Community	16	811	Denver
(13) Larchwood Inns	100	223f	Grand Junction
(14) Clare Gardens Apartments	128	223f	Denver
(15) William Tell Apartments	81	223f	Denver
<u>UTAH</u>			
(16) Fay Case Care Center	140	232	S. Salt Lake
(17) Coppergate Apartments	192	221d4	Sandy
(18) Gerald L. Wright Villa	79	202	W. Valley City
(19) Providence Place	22	811	Providence
(20) Liberty Hill Apartments	246	221d4	Draper
(21) Pleasant Springs Apartments	252	221d4	Pleasant Grove
(22) Legacy West Village Apartments	144	221d4	Taylorsville
(23) Village @ Rivers Edge	244	221d4	W. Valley City
(24) Bountiful Health Care Center	122	232	Bountiful
(25) Sunset Ridge Apts.	240	221d4	W. Jordan
(26) Magna HUD Housing	10	811	Magna
(27) Orchard at Cedar Canyon	36	202	Richfield
(28) Richfield Care Center	98	223f	Richfield
(29) Heritage Care Center	15	223f	American Forks
(30) Southgate Apartments	128	223f	Sandy
<u>WYOMING</u>			
(31) Jackson Hole Assisted Living Facility	55	232	Jackson
(32) Greenview Apartments	7	811	Cheyenne

MONTANA

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(33) Heritage Place	112	232/223f	Kalispell
(34) Valley Health Care Center	150	223f	Billings

NORTH DAKOTA

(35) ASI Fargo	18	811	Fargo
(36) Accessible Space Inc.	15	811	Grand Forks

SOUTH DAKOTA

(37) Minnehaha County Supp. Housing	40	202	Sioux Falls
(38) Northport Apartments	21	202	N. Sioux City

NOTE: 221(d)(3) and (d)(4) Multifamily Rental Housing (Insured)
220 Multifamily Rental Housing (Insured) in Urban Renewal Areas
232 Nursing Homes, Intermediate Care, Assisted Living
and Board/Care Homes (Insured)
202/811 Housing for the Elderly or for Persons
with Disabilities (Capital Advance)
223(f) Mortgage Insurance for the Acquisition or
Refinancing of Multifamily Rental Apartments
207(M) Manufactured Home Parks

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TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY/STANDARDS (PRS)

1.1 PERFORMANCE REQUIREMENTS

- 1.1.1 The contractor shall meet all of the performance requirements defined in the contract. However, there are specific requirements for which HUD has determined performance standards will be specified, and the contractor's achievement of those standards will affect the monthly and the total price to be paid for inspection services. The performance standards to be measured are stated below and are based on a project-by-project evaluation.
 - 1.1.1.1 Contractor shall obtain construction start letters from the builder for 100 percent of all new projects starting construction that are assigned to the contractor. The contractor shall forward the letters to HUD by the due date. Any deviation will result in a one-time 5 percent reduction in payment based on the fixed price per inspection for that project.
 - 1.1.1.2 95 percent of contractor's twice-monthly inspection reports (HUD-95379), including photographs and, when applicable, employee wage interviews, Supervisory Architect's Field Reports (AIA G711 or other format); construction change documents, AIA G710, Architect's Supplemental Instructions; HUD-92464, Request for Approval of Advance of Escrow Funds; or occupancy approval forms, shall be acceptable to HUD and submitted to HUD by the due date. If the contractor achieves over 98 percent for any given month, a 2 percent bonus will be paid based on the contractor's monthly invoice for that month. Any deviation below this standard for any given month will result in a 3 percent reduction in payment based on the contractor's invoice for that month.
 - 1.1.1.3 One of the contractor's site visits/inspections performed during any monthly period shall coincide with the signing of the builder's monthly requisition/pay draw (HUD-92448) for 100 percent of the builder's requisition/pay draws required during that month for which the contractor is invoicing. Any deviation below this standard for any given month will result in a 5 percent reduction in payment based on the contractor's invoice for that month's builder's draw inspection(s).
 - 1.1.1.4 95 percent of Builder's Requisitions (HUD-92448) submitted to HUD by the contractor during any one month shall be correct and timely. If the contractor achieves over 98 percent for any given month, a 2 percent bonus will apply based on the contractor's invoice for that month's builder's draw inspection(s). Any deviation below the 95 percent standard for any given month will result in a 3 percent reduction in payment based on the contractor's invoice for that month's builder's draw inspection(s).
 - 1.1.1.5 Contractor shall submit to HUD a proper, complete, and final Construction Record for 100 percent of all projects assigned which the contractor inspected during the project construction period. The Construction Record shall be submitted within seven (7) business days after the 12 month or last warranty inspection. Any deviation below this standard will result in a one-time 5 percent reduction in payment based on the project's fixed price per inspection times the number of inspections completed for that project.
- 1.1.2 The standards stated above do not affect the Government's rights and remedies under other contract clauses, including Inspection of Services, for these measured standards or any other contract requirements.
- 1.1.3 Surveillance Method. The GTM will monitor, on a monthly basis, submittals by the contractor for compliance with all contract requirements as well as the specific performance requirements standards defined under 1.1.1 above.

SECTION C - PERFORMANCE WORK STATEMENT (PWS)

1.2 GOVERNMENT PERFORMANCE ASSESSMENT PLAN

- 1.2.1 The GTR and GTM will evaluate the contractor's performance on all projects to determine if the contract standards are met via the following:
 - 1.2.1.1 Review of twice-monthly inspection reports (HUD-95379) generated and submitted to HUD by the contractor.
 - 1.2.1.2 Review of forms and documents related to construction inspection tasks submitted by the contractor as to proper completion per HUD handbooks and regulations.
 - 1.2.1.3 Review of contractor's performance in the field on a random basis by site visits to MF projects under construction or in warranty period. Site visits may be unannounced or may coincide with builder's monthly requisition for payment.
 - 1.2.1.4 During a field/site review, or at the HUD office, the contractor shall attend training sessions, as scheduled by the GTM during the term of this contract. Such training sessions will occur as the GTM deems necessary for the purpose of addressing programmatic and technical issues relevant to the project.
- 1.2.2 When HUD observes defective performance during quality assurance reviews, the GTR will request the contract manager to respond to the deficiency. The contractor shall respond to the deficiencies in writing within ten (10) business days of receipt. If the contractor agrees with the deficiencies and the GTR determines corrective action is required, the contractor shall comply with the requirements of the specific task. If the deficiency is disputed, the contract manager shall attempt to resolve the issue with the GTR. If a disagreement remains, it must be elevated for a decision by the contracting officer. HUD reserves the right to take corrective actions under the terms and conditions of the contract relating to continually defective performance.
- 1.2.3 The contract manager may be required to attend performance meetings on a monthly basis with the GTR, GTM, and contracting officer. These meetings will normally be held by telephone, unless the GTR determines a need for a face-to-face meeting. If performance warrants, the GTR, GTM, and contracting officer may determine to have meetings more or less frequently.

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PERFORMANCE REQUIREMENTS STANDARDS (PRS)/SUMMARY CHART

PRS #	SERVICE REQUIREMENT	PWS PARAGRAPH	STANDARD	DISINCENTIVE	INCENTIVE	SURVEILLANCE	FREQUENCY
1.1.1.1	Construction Start Letters	2.2.24 5.3.4.2	100%	5% of fixed price per inspection		Upon receipt by GTM	Once per project
1.1.1.2	Contractor's Insp. Report (HUD-95379) with Photos and other pertinent documents, and when applicable: - Employee Wage Interviews; Supervisory Architect's Field Reports (AIA G711 or other format); - Construction Change Documents; - AIA G710 Architect's Supplemental Instructions; - HUD-92464 Request for Approval of Advance of Escrow Funds; - Occupancy Approval Forms.	5.2, 5.3, 5.4, 5.5, 5.6	95%	3% of monthly invoice if <95%	2% of monthly invoice if > 98%	Upon receipt by GTM	Every site visit
1.1.1.3	Contractor Site Visit (coincide w/builder's draw/HUD-92448)	5.3.4.1, 5.3.4.3	100%	5% of monthly invoice for pay draw inspection(s) if < 100%		By dates on HUD 95379 & 92448	Monthly
1.1.1.4	Builder's Requisition (HUD-92448)	5.4.2	95%	3% of monthly invoice for pay draw inspections if <95%	2% of monthly invoice if for pay draw inspections > 98%	Upon receipt by GTM	Monthly
1.1.1.5	Construction Record	5.4.8	100%	5% of fixed price per inspection x total number of inspections completed on projects.		Upon receipt by GTM	Once after 12 month or last warranty inspection

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TECHNICAL EXHIBIT 3

Contract Deliverable Requirements (CDR) Chart

- 1.1 The attached chart details the deliverable requirements under this contract. Each deliverable requirement is prefaced with a CDR #. The contractor shall provide a standardized cover letter for each deliverable provided to HUD under the contract. All deliverables shall be numbered sequentially by CDR # and include the project name. For example, a project named **Rocky Mountain Apartments**, the HUD-95379, HUD Representatives Trip Report, shall be numbered **CDR 7-1**. The second report shall be **Rocky Mountain Apartments CDR 7-2**. Each new report shall require a number using sequential numbering.
- 1.2 If any submittal is returned for any reason and requires resubmission, the contractor shall use the original submission number appended with a sequential alpha character. The first resubmission of **Rocky Mountain Apartments CDR 7-3** would be appended with **CDR 7-3a** and would be identified and numbered as **Rocky Mountain Apartments CDR 7-3a**. If it required yet another resubmission, it would become **Rocky Mountain Apartments CDR 7-3b**, etc.
- 1.3 All deliverable cover letters shall be numbered sequentially by CDR # for each project.
- 1.4 The cover letter format shall be presented by the contractor at the post-award conference and shall be in a format acceptable to GTR. At a minimum, the cover letter shall reflect the project name, CDR number, description of the submittal (which shall also describe all attachments), date submitted to HUD, date due to HUD, and an acceptable/unacceptable statement for the Government to complete upon review.
- 1.5 For CDR # 6 through #8, the contractor shall submit the original and a copy of the cover letter and the applicable deliverable(s) including all attachments to the GTM. As stated throughout the PWS, a copy of each of these cover letters with deliverable(s) and any attachments shall also be submitted to the HUD CM.

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TECHNICAL EXHIBIT 3

CONTRACT DELIVERABLE REQUIREMENTS (CDR) CHART

CDR No.	CONTRACT DELIVERABLE REQUIREMENT	PWS #	FREQUENCY	WHEN	TO
1	Notification of Contract Manager	1.3.1	One time	w/in 7 business days of contract award and prior to assigning a new contract manager	CO Copy to GTR
2	Certificate of Minimum Qualifications	1.3.2.2	One time/employee	w/in 7 business days of contract award and before replacement of an inspector	CO Copy to GTR
3	Quality Control Plan	1.4.1	One time and as updated	post award conference/as updated	CO and GTR
4	Quality Assurance Observations	Tech Ex.2 (1.2.2)	As required	w/in 7 business days of receipt	GTR
5	CDR cover letter format	Tech Ex.3	One time	post award conference	GTR
6	Construction Start Letter(s)	2.2.24 5.3.4.2	One time	w/in 7 business days of receipt	GTM & HUD CM & copy with month invoices
7	HUD-95379 - HUD Representative's Trip Report, including Project Photographs and other pertinent documents and when applicable: - HUD 11 Employee Wage Interviews; - Supervisory Architect's Field Reports (AIA G711 or other format); - Construction Change Documents; - AIA G710 Architect's Supplemental Instructions; - HUD-92464 Request for Approval of Advance of Escrow Funds; or - Occupancy Approval Forms.	5.2 5.3. 5.4 5.5 5.6	Each project/site Visit	w/in 7 business days of project/site visit	GTM & HUD CM & copy with monthly invoice
8	HUD-92448 – Builder's Requisition	5.4.2.	As required	w/in 7 business days of signing	GTM & HUD CM & copy with monthly invoice
9	Construction Record	5.4.8	One time	w/in 7 business days of the 12 month or last warranty inspection	GTM

SECTION C - PERFORMANCE WORK STATEMENT (PWS)

TECHNICAL EXHIBIT 4

APPLICABLE PUBLICATIONS AND FORMS

1.1 PUBLICATIONS Applicable publications are the following HUD Handbooks, Notices and Regulations:

1.1.1 Publications (handbooks and regulations) that apply to services provided under this contract are listed below:

1344.1 REV-1	Federal Labor Standards Compliance in Housing and Community Development Program
4435.1 REV-1	Project Construction and Servicing Before Final Closing
4460.1 REV-2	Architectural Analysis and Inspections for Project Mortgage Insurance
4470.2 REV-1	Cost Certification Guide for Mortgagors and Contractors of HUD-Insured and Section 202/811 Multifamily Projects
4555.1	Rental Housing in Urban Renewal Areas For Project Mortgage Insurance, Sec. 220
4560.1 REV-1	Mortgage Insurance for Multifamily Moderate Income Housing Projects-Section 221(d)(3) and Section 221(d)(4)
4600.1 REV-1	Residential Care Facilities - Nursing Homes (SNF and ICF), Board and Care Homes and Assisted Living Facilities
4910.1 REV-1	Minimum Property Standards (MPS) for Housing, 1994 Edition
24 CFR Part 100.205	Fair Housing Accessibility Guidelines
FED-STD – 795	Uniform Federal Accessibility Guidelines
24 CFR Part 200.77, Subpart O	Lead-Based Paint Poisoning Prevention
24 CFR Part 5, Subpart G	HUD Standards for Decent, Safe, and Sanitary Multifamily Housing
MAP Guide	Multifamily Accelerated Processing Guide

1.1.2 Additional publications (handbooks and regulations) applicable to 202 and/or 811 projects, dependent on year funded, are as follows:

Handbook 4571.4	Supportive Housing for Persons with Disabilities Conditional Commitment - Final Closing
Handbook 4571.5	Supportive Housing for the Elderly Conditional Commitment - Final Closing
24 CFR Part 891	Regulations implementing the Supportive Housing for the Elderly Program
24 CFR Part 891	Regulation implementing the Section 811 Supportive Housing Program for Persons with Disabilities

SECTION C - PERFORMANCE WORK STATEMENT (PWS)

- 1.1.3 For ease of reference for the contractor, the list of HUD handbooks and notices below are grouped per applicable HUD program area:

Sec 221(d)(3)

4435.1 REV-1
4460.1 REV-2
MAP Guide

Sec 232

4435.1 REV-1
4460.1 REV-2
4600.1 REV-1
MAP Guide

Sec 221(d)(4)

4435.1 REV-1
4460.1 REV-2
4460.2
4600.1 REV-1
4600.2
4555.1
MAP Guide

Sec 202

4460.1 REV-2
4571.5

Sec 811

4460.1 REV-2
4571.4

Section 223(f)

4460.1 REV-2
MAP Guide

- 1.2 FORMS Applicable forms, either HUD's or from some other non-federal entity source, are as follows:

AIA-B181	Owner-Architect Agreement
AIA-G710	Architect's Supplemental Instructions (ASIs)
AIA-G711	Architect's Field Report
HUD 2328	Contractor's and /or Mortgagor's Cost Breakdown - Schedules of Values
HUD 92485	Permission To Occupy Project Mortgages
HUD-11	Record of Employee Wage Interviews
HUD-92437	Request for Construction Changes (Change Order Form)
HUD-92448	Builder's Requisition
HUD-92464	Request For Approval Of Advance of Escrow Funds
HUD-95379	HUD Representative's Trip Report
HUD-92013	Application for Multifamily Housing Project

SECTION D - PACKAGING AND MARKING

D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING, NOV 1997

The Contractor shall package non-breakables deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.2 MARKING

All Information submitted to the Government under this contract shall be clearly marked with the HUD Procurement System (HPS) contract number.

D.3 PAYMENT OF POSTAGE AND SHIPPING

The Contractor shall pay all postage and shipping costs related to the submission of information (including reports and forms) required by this contract.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE, FEB 1998

The Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation Clauses and Provisions: <http://www.arnet.gov/far/>

HUD Acquisition Regulation (HUDAR) Clauses and Provisions: <http://www.hud.gov/offices/hudar.cfm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

E.2 2452.246-70 INSPECTION AND ACCEPTANCE APR 1984

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G.1 and Block 11 of the SF-26, or other individual as designated by the Contracting Officer or GTR.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE, FEB 1998

The Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation Clauses and Provisions: <http://www.arnet.gov/far/>

HUD Acquisition Regulation (HUDAR) Clauses and Provisions: <http://www.hud.gov/offices/hudar.cfm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

Performance under this contract shall be for a period of two years from the effective date of this contract. This performance period may be extended for 3 additional 1-year periods. If any option(s) to extend the term of the contract are exercised, the period of performance shall extend through the end date of the option(s) (see FAR Clause 52.217-9).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE, OCT 1999 SUBMISSION (FIXED PRICE)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract, inclusive of all costs and expenses, the firm fixed price stated in Section B, Price Schedules.
- (b) Payment Schedule. Payment will be made upon receipt of an accepted invoice. Payment of the contract price will be made monthly upon completion and acceptance of all inspections for the previous month..
- (c) Submission of Invoices. The contractor shall submit an invoice to the GTR on appropriate contractor identifying letterhead once a month for all inspections conducted the prior month. The invoice shall be submitted by the 15th of each month (if the 15th of the month falls on a weekend or holiday, then the following business day.) The contractor shall invoice for inspections where at least one HUD Representative's Trip Report (HUD-95379) has been completed and submitted to HUD during the month. A copy of each HUD-95379 for which the inspection fee is being billed shall be attached to the monthly invoice. The contractor shall also summarize and specify amounts related to the incentive and disincentive payment provisions. A copy of each deliverable's cover letter (see Technical Exhibit 3) returned and signed by HUD showing acceptable or unacceptable performance shall be attached to the monthly invoice. A Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal, and a form HUD-94210-F1, Invoice Approval for Contract/Purchase Order Field Offices (for MFTDP funds only), shall be completed and submitted for each task order for which Trip Reports are submitted and invoiced. The contractor shall be provided detailed instructions for completing and submitting the SF 1034, HUD-94210-F1 and support documentation after contract award. The original invoice shall be submitted to the following address:

U.S. Department of Housing and Urban Development
Fort Worth Multifamily Hub, 6HML
801 Cherry Street
Fort Worth, TX 76102
Attn: Arden Moomey, GTR

1. To constitute a proper invoice, the invoice shall include all items required by FAR 52.232-25 Prompt Payment, and the following information and/or attached documentation:
 - (i) Contractor's name, address and telephone number;
 - (ii) Payee account number (Federal Tax ID Number);
 - (iii) Invoice Number and date;
 - (iv) Attached list of each project inspected by Task Order Number;
 - (v) Accounting and appropriation data referenced on each Task Order;
 - (vi) Date(s) of inspection;
 - (vii) Project inspection price;
 - (viii) Attached incentive and disincentive summary;
 - (ix) Total amount due;
 - (x) Contractor's signature;
 - (xi) Attached copy of the HUD-95379 for each project inspection;
 - (xii) Attached copy of the signed, returned cover letter for each deliverable;and
 - (xiii) Standard Form 1034 and HUD-94210-F1 as the cover sheet of each Task Order's HUD-95379(s) and accepted/unaccepted cover letter(s).

SECTION G - CONTRACT ADMINISTRATION DATA

2. Where there are erasures or alterations to an invoice, evidence is required that the alteration was made with the knowledge of the payee. The payee must initial each alteration. Where the payee is a partnership or corporation, the signature (not initials) of the person altering or correcting the invoice and the person's official capacity with the partnership or corporation must be shown. The initials or signature of the payee must be written in permanent ink.
- (d) Contractor Remittance Information. The remittance address shall be agreed upon between the contractor and the Finance Office in accordance with FAR 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment".

Payments for Section 202/811 Housing for the Elderly or for Persons with Disabilities (Capital Advance) projects will be made to the contractor's address by HUD's Finance and Accounting Center in Ft. Worth, TX. Payments all other projects will be made by HUD's Cash Management and Investment Staff in Washington, DC. Payments will be directly deposited into the contractor's account at the established financial institution. To establish a vendor account for payment, a Standard Form 1199A, Direct Deposit Sign-up, shall be completed and returned to the contracting officer upon award of the contract.

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND, OCT 1999 TECHNICAL GUIDANCE

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is Arden Moomey, HUD Multifamily Hub, Ft. Worth, TX, (817) 978-5814, or a successor designated in writing by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
 - (1) Causes the contractor to perform work outside the scope of the contract;
 - (2) Constitutes a change as defined in FAR 52-243-1;
 - (3) Causes an increase or decrease in the cost of the contract;
 - (4) Alters the period of performance or delivery dates; or,
 - (5) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone facsimile or electronic mail.

G.3 DESIGNATION OF GTM/HUD CONSTRUCTION MANAGER

The Government Technical Monitor/HUD Construction Manager for this contract is Richard Sazinski. The GTM is located at the HUD Multifamily Hub, Denver, Colorado and can be reached at (303)672-5343, extension 1178. The GTM is responsible for serving as a technical advisor to the GTR and performing any of the GTR's duties and responsibilities delegated to her/him. The GTM is constrained by the same limitations identified in paragraph G.2 above. An additional GTM for this contract is William Dickerson, HUD Multifamily Hub, Denver, Colorado, (303)672-5357, extension 1107.

SECTION G - CONTRACT ADMINISTRATION DATA

G.4 AUTHORIZED INDIVIDUALS

The following individuals are the only persons authorized to accept orders on behalf of the contractor: (see 2452-237-70, Section I)

NAME	TELEPHONE NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 HUDAR 2452.239-71 INFORMATION TECHNOLOGY, FEB 2000 VIRUS SECURITY

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract: “product description, part/catalog number, other identifier, and serial number, if any”. This product has been scanned for known viruses using “name of virus-screening product, including version number, if any” and is certified to be free of known viruses at the time of delivery.
- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor’s failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.
- (d) This clause shall not subrogate the rights of the Government under any other clause of this contract.

H.2 CRIMINAL LIABILITY

It is understood that disclosure of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 116523 that may come to the contractor or any person under the contractor’s contract in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

H.3 ADDITIONAL RESPONSIBILITIES

The contractor shall take proper health and safety precautions to protect workers, the public and the property of others. The contractor shall, without additional expense to the Government, obtain any necessary licenses, insurance, certifications and permits required in the performance of the contract and comply with any federal, city, state, county and municipal laws, codes and regulations applicable to the performance under contract. The contractor shall ensure that these additional responsibilities apply to all subcontractors.

H.4 FACSIMILE COSTS

The contractor shall ensure high quality, plain paper (thermograph type service is unacceptable) facsimile service for incoming and outgoing documents is available in the contractor’s office. All costs to provide facsimile services shall be borne by the contractor.

H.5 SUPERVISION OF CONTRACTOR’S STAFF

The GTR/GTM/HUD Contract Manager is not responsible for and shall not supervise the contractor’s staff. All direction from the Government will be provided to the contractor and any individual designated in the Key Personnel clause “2452.237-70”.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.6 ELECTRONIC TRANSMISSION OF DELIVERABLES

The contractor must have all necessary computer equipment and software to perform electronic transmission of all deliverables to HUD. This includes, but is not limited to, computers, electronic storage devices, scanners, digital cameras, and internet access, plus the software necessary to track, manage, file, and transmit all contract deliverables to HUD. Under the terms of this contract the contractor will initially submit all deliverables in hard copy via physical delivery modes. HUD is moving toward electronic transmission and storage of deliverables for construction inspection services. Therefore, the contractor submitting a proposal for these services must demonstrate that they have, or are capable of obtaining, the necessary equipment and knowledge to perform secure electronic delivery of documents requiring delivery to HUD under this contract.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE, FEB 1998

The Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation Clauses and Provisions: <http://www.arnet.gov/far/>

HUD Acquisition Regulation (HUDAR) Clauses and Provisions: <http://www.hud.gov/offices/hudar.cfm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed Or Copied Double-Sided On Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred Suspended, Or Proposed For Debarment	JUL 1995
52.215-2	Audit And Records - Negotiation	JUN 1999
52.215-8	Order Of Precedence-Uniform Contract Format	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-3	Notice of Total HUBZone Set-Aside	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Affirmative Action For Disabled Veterans And Vets Of The Vietnam Era	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions On Certain Foreign Purchases	DEC 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment By Electronic Funds Transfer-Central Contractor Registration	OCT 2003
52.233-1	Disputes Alternate I (DEC 1991)	JULY 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed Price (Alternate III APR 1984)	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 2003

SECTION I - CONTRACT CLAUSES

52.246-25	Limitation of Liability—Services	FEB 1997
52.249-4	Termination for Convenience of Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 52.216-18 ORDERING, OCT 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS, OCT 1995

DENVER

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of one (1) inspection per month, the Government is obligated to purchase, and the Contractor is obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for inspections of a single project, which results in the accomplishment of an excess of five (5) inspections per month;
 - (2) Any order for inspections of a combination of projects, which results in the accomplishment of an Excess of ninety (90) inspections per month.
 - (3) A series of orders from the same ordering office within one month that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.
- (c) If this is requirements contract [i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)], the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) business days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY, OCT 1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.

SECTION I - CONTRACT CLAUSES

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue
- (d) Orders requiring delivery to multiple destinations or performance at multiple locations.
- (e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after one (1) year after contract expiration.

I.5 52.217-8 OPTION TO EXTEND SERVICES, NOV 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days of contract expiration.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT, MAR 2000

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercises of any options under this clause, shall not exceed 60 months.

I.7 HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES, DEC 1992

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

I.8 HUDAR 2452.209-71 LIMITATION ON FUTURE CONTRACTS, FEB 2000

- (a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at FAR Subpart 9.5.
- (b) A potential conflict of interest could arise if the Contractor, the contractor's staff, or a first-tier subcontractor was involved in any of the construction projects being inspected.

SECTION I - CONTRACT CLAUSES

- (c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.
- (d) The contractor, the contractor's staff, or a first-tier subcontractor cannot have completed any construction work on which inspections would be performed.
- (e) The restrictions imposed by this clause shall remain in effect until contract expiration.

I.9 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST, APR 1984

- (a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (1) Award of the contract may result in an unfair competitive advantage; or
 - (2) The Contractor's objectivity in performing the contract work is or might be otherwise may be impaired.
- (b) The Contractor agrees that if after award he or she discovers an organizational on conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

I.10 HUDAR 2452.222.70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND, JUL 1988 SEMINARS TO PERSONS WITH DISABILITIES

The Contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

SECTION I - CONTRACT CLAUSES

I.11 HUDAR 2452.237-70 KEY PERSONNEL, APR 1984

The personnel specified below* are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL

POSITION/TITLE/PHONE/FAX/EMAIL

*Contractor to complete

SECTION J - LIST OF ATTACHMENTS

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- 1.1 **APPLICABLE PUBLICATIONS AND FORMS.** All applicable HUD publications and forms referred to in this solicitation can be obtained by calling 1-800-767-7468. Forms may be downloaded from the internet, on HUD's website, or HUDCLIPS (see <http://www.hud.gov/handbook.html>).
- 1.2 **CONTRACTOR RESPONSIBILITY FOR APPLICABLE PUBLICATIONS AND FORMS** The Contractor shall be responsible for obtaining and maintaining all applicable publications and forms. It shall be the contractor's responsibility to ensure that all inspections and construction contract administration services are conducted according to current HUD publications and forms. All of the publications and forms described in this contract are subject to revision. The GTR/GTM will, to the maximum extent possible, notify the contractor of changes to HUD publications and forms. The contractor shall inquire of the GTR/GTM whenever the contractor believes that the publications or form it is currently using has been superseded. The contractor shall obtain copies of new publications or forms whenever the contractor knows of their existence. The contractor shall be presumed to know of the existence and the content of HUD publications and forms including any changes thereto.
- 1.3 Attachment A -"Insured and Capital Advance Projects constructed in FY-2003" is located at the back of Section C
Attachment B – sample cover letter
Attachment C – sample task order
Attachment D – sample project description
Attachment E – sample invoice
Attachment F – sample incentives/disincentives summary
Attachment G – SF 1034 "Public Voucher for Purchases and Services Other than Personnel"

Attachment B
Sample cover letter



COMPANY LETTERHEAD

TODAY'S DATE: _____ TASK ORDER#: _____

TO GTM/GTR/CO: _____ CONTRACT #:

CDR#: _____ PROJECT NAME: _____

DATE RECEIVED OR INSPECTION PERFORMED: _____

DATE DUE TO HUD: _____

DESCRIPTION OF SUBMITTAL:

ATTACHMENTS:

____ Photos
____ Employee Wage Interviews
____ Sup. Architect Field Reports
____ Construction Change Documents
____ Architects Supplemental Instructions
____ Advance of Escrow Funds, Approval
____ Occupancy Approval Forms
____ Other: _____

SUBMITTED BY: _____ TITLE:

Signature

DATE RECEIVED BY HUD: _____

ACCEPTABLE / UNACCEPTABLE (circle one) COMMENTS: _____

(Continue on back)

SIGNATURE OF GTM/GTR: _____ Date: _____

PRINT NAME: _____

Attachment C (Sample Task Order)

ORDER FOR SUPPLIES OR SERVICES								PAGE 1 OF 1			
IMPORTANT: Mark all packages and papers with contract and/or order numbers											
1. DATE OF ORDER XX-XX-XX		2. CONTRACT NO. (if any) X-XXX-XXXXX		6. SHIP TO:							
3. ORDER NO. FTW-T0022		4. REQUISITION/REFERENCE NO. R-2003-6AH-00393		a. NAME OF CONSIGNEE DHUD, MF HOUSING HUB, ATTN: DAN BLAKE, 6AHM							
5. ISSUING OFFICE (Address correspondence to) DHUD, CONTRACTING OPERATIONS BRANCH, 6ANCO P.O. BOX 2905, FORT WORTH, TX 76113-2905				b. STREET ADDRESS 801 CHERRY STREET, (76102), P.O. BOX 2905							
				c. CITY FORT WORTH				d. STATE TX		e. ZIP 76113	
				f. SHIP VIA							
7. TO:											
a. NAME OF CONTRACTOR XXXXXXXXXXXX				8. TYPE OF ORDER							
b. COMPANY NAME XXXXXXXXXXXX				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on only of this form and is issued to the terms and conditions above-numbered contract.				
c. STREET ADDRESS XXXXXXXXXXXX											
d. CITY XXXXXXX		e. STATE XX		f. ZIP CODE XXXXX							
9. ACCOUNTING AND APPROPRIATION DATA SEE PAGE 2				10. REQUISITIONING OFFICE SAME AS BLOCK 6							
11. BUSINESS CLASSIFICATION (Check appropriate box(es))											
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED											
12. F.O.B POINT Destination			14. GOVERNMENT B/L NO. N/A		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)			16. DISCOUNT TERMS N/A			
13. PLACE OF											
a. INSPECTION Destination		b. ACCEPTANCE Destination									
17. SCHEDULE (See reverse for Rejections)											
ITEM NO. (a)	SUPPLIES OR SERVICES (b)				QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)			
	TIN # - XX-XXXXXXX This Task Order assigns the following property to your Construction Inspection contract effective (date): Project Name, Address, City State, (Units) FHA Number Page three of this task order provides a detailed project description. Additionally, the project description. Additionally, the project principles are listed to allow the contractor to determine and report if an identity of interest exist between contractor personnel and any of the project principles.				XX	Insp.	xxx.xx	xxxx.xx			
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING		20. INVOICE NO						
	21. MAIL INVOICE TO:										
	a. NAME Same as Block 6										
	b. STREET ADDRESS (or P.O. Box)						NTE xxxx.xx				
c. CITY				d. STATE	e. ZIP CODE						
22.	UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Ernest D. Worsham			TITLE: CONTRACTING/ORDERING OFFICER			

Attachment D
Sample project description

TASK ORDER # _____, PAGE 3 of 3

PROJECT DESCRIPTION		
PROJECT NAME:	FHA Project No.:	
ADDRESS:	Type of Facility (High-rise, Walkup, Row, etc.):	
Number of Dwelling Units/Bedrooms/Beds:	Number of Buildings:	
Section of the Act:	Number and Type of Accessory Buildings:	
Type of Project (New Const., Sub. Rehab., or Existing/Refi.):	Foundation System:	
Structural System:	Offsite Work:	
Unusual construction requirements and/or scope of rehabilitation:		
Scheduled Initial Closing:	Scheduled Construction Period (months):	
Scheduled Start of Construction:		
THE CONTRACTOR AND THE ASSIGNED INSPECTOR SHALL NOT HAVE AN IDENTITY OF INTEREST WITH THE OWNER, DESIGN ARCHITECT, SUPERVISORY ARCHITECT, OR THE BUILDER.		
PROJECT OWNER:	DESIGN ARCHITECT:	
CONTACT PERSON & TELEPHONE NO.	CONTACT PERSON & TELEPHONE NO.	
SUPERVISORY ARCHITECT:	BUILDER:	
CONTACT PERSON & TELEPHONE NO.	CONTACT PERSON & TELEPHONE NO.	
ESTIMATED NUMBER OF INSPECTIONS:		Special Instructions:
Monthly Inspections (2 per month, plus 2):		
Items of Delayed Completion Inspections:	2	
Warranty Inspections:	2	
TOTAL		Estimated Completion Date:
Upon receipt of this Task Order the Contract Inspector should immediately contact the Construction Manager, Alex Rogic, at 213-894-8000 x3826, to arrange the initial briefing (see Contract, Section C, para. 5.3.3).		

Attachment E

Sample invoice

(SAMPLE INVOICE)
INVOICE NO. _____

NAME (Contractor): _____
ADDRESS (Contractor): _____
HUD CONTRACT NO. _____

DATE: _____
PHONE NO. _____
FAX NO. _____

[illegible]

TOTAL = \$ _____

PAGE 2, DIFFERENCE = \$ _____

GRAND TOTAL = \$ _____

CONTRACTOR SIGNATURE: _____

Attachment F
Sample incentives/disincentives summary

INCENTIVES (PRS#)

1.1.1.2 2% of Column A & B Subtotals from previous page = \$ _____
(> 98% of HUD-95379's, photographs and other attachments
acceptable to HUD and submitted within 7 business days of inspection)

1.1.1.4 2% of Column A Subtotal from previous page = \$ _____
(> 98% of all builder's requisition copies submitted to HUD for the
month are acceptable and submitted within 7 business days of signing)

TOTAL (INCENTIVES)= \$ _____

DISINCENTIVES (PRS#)

1.1.1.1 5% of the fixed price per inspection. Construction start letters to HUD within
10 business days of receipt. List all projects failing for month and sum.

_____ = \$ _____

1.1.1.2 3% of Column A & B Subtotals from previous page = \$ _____
(under 95% of HUD-95379's, photographs and other attachments
acceptable to HUD and submitted within 7 business days of inspection)

1.1.1.3 5% of Column A Subtotal from previous page = \$ _____
(under 100% of contractor's monthly site visits/inspections
coincide with date contractor signs builder's requisition)

1.1.1.4 3% of Column A Subtotal from previous page = \$ _____
(under 95% of all builder's requisition copies submitted to HUD for the
month are acceptable and submitted within 7 business days of signing)

1.1.1.5 5% of the fixed price per inspection times the number of inspections completed
for the project(s) listed below. Complete Construction Record not
submitted to HUD within 7 business days after the HUD final completion.
List all projects failing and sum disincentives.

_____ = \$ _____

TOTAL (DISINCENTIVES) = \$ _____

TOTAL (INCENTIVES) = \$ _____

TOTAL (DISINCENTIVES) = \$ _____ (subtract from Total Incentives)

DIFFERENCE = \$ _____ (If positive number enter on line A below,
if negative number enter on line B.)

A. \$ _____ (1) _____ % to be paid from Task Order # _____ (MTF) = \$ _____
(2) _____ % to be paid from Task Order # _____ (CAV) = \$ _____
(3) _____ % to be paid from Task Order # _____ (CAI) = \$ _____

(Calculate percentage based on the number of inspections performed under each funding code within
the total number of inspections performed during the month.)

B. \$ _____ Indicate from which Task Order voucher(s) this amount is deducted:
(divide equally among all projects which had unacceptable work
T.O. # _____ (Project Name) = \$ _____
T.O. # _____ (Project Name) = \$ _____
T.O. # _____ (Project Name) = \$ _____
T.O. # _____ (Project Name) = \$ _____
T.O. # _____ (Project Name) = \$ _____

CONTRACTOR SIGNATURE: _____

Attachment G
Sample SF 1034

Standard Form 1034 Revised January 1980 Department of the Treasury 1 TFRM 4-2000 1034-129		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. (Leave Blank)		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION				DATE VOUCHER PREPARED Today's Date		SCHEDULE NO.		
US Department of HUD Fort Worth Multifamily Hub, 6AHMS P.O. Box 2905 Fort Worth, TX 76113-2905				CONTRACT NUMBER AND DATE C-FTW-00366 / 01/10/02		PAID BY DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER SSAN # or TIN # GOVERNMENT B/L NUMBER		
				REQUISITION NUMBER AND DATE (Obligation No. from Page 2 of OF347)				
PAYEE'S NAME AND ADDRESS <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name Company Name Address City, State, ZIP code </div> <div style="width: 45%; border-left: 1px solid black; padding-left: 10px;"></div> </div>								
SHIPPED FROM TO WEIGHT								
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)		
T-0006	10/11/01	Construction Inspection	1	350.00	Insp	350.00		
	10/29/01	Construction Inspection	1	350.00	Insp	350.00		
							0.00	
							0.00	
							0.00	
							0.00	
		Property Name: XYZ Apartments FHA Case Number: XXX-XXXXX (Invoice # XXXXXX)				0.00		
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL \$ 700.00		
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR NTE = \$ BY ² TITLE		EXCHANGE RATE = \$1.00		DIFFERENCES		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.								
<div style="display: flex; justify-content: space-between;"> (Date) (Authorized Certifying Officer) ² (Title) </div>								
ACCOUNTING CLASSIFICATION								
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURE		CHECK NUMBER		ON (Name of bank)	
	CASH		DATE		PAYEE ³			
¹ When stated in foreign currency, insert name of currency. ² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. ³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER		
						TITLE		

In Lieu of Standard Form 1034 (Automated)

PRIVACY ACT STATEMENT
 The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE, FEB 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses and Provisions: <http://www.arnet.gov/far/>
HUD Acquisition Regulation (HUDAR) Clauses and Provisions: <http://www.hud.gov/offices/hudar.cfm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001

K.2 CLAUSES LISTED IN FULL TEXT

2.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, APR 1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

- (i) those prices;
- (ii) the intention to submit an offer; or
- (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS**

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.2 52.204-3 TAXPAYER IDENTIFICATION , OCT 1998

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS**

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**2.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, DEC 2001
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- (C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

2.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS, APR 2002

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541310**.
- (2) The small business size standard is: **4 million dollars**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is **500 employees**.
- (b) Representations.
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [] is [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:
_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph

(a) of this provision. “Veteran-owned small business concern” means a small business concern--

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women- owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

2.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS, FEB 1999

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

2.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE, APR 1984

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2),

or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

2.7 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE, AUG 2003 REPORTING

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or—

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081 and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation And Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.) or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

2.8 HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY, AUG 1995 BUSINESS ENTERPRISE

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS**

(Check the box applicable to you)

☐ Black Americans

☐ Hispanic Americans

☐ Native Americans

☐ Asian Pacific Americans

☐ Asian Indian Americans

2.9 CENTRAL CONTRACTORS REGISTRATION

As stated in FAR Subpart 4-11, it is mandatory that any contractor wishing to do business with the Government have registered in the Central Contractor Registration data base found at the following website: www.ccr.gov

My submission of an offer in response to this solicitation will serve as certification that the firm in whose name the offer is submitted is registered in CCR at the address shown in the offer.

2.10 AS 1910 SIGNATURE BLOCK , NOV 1997

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required. 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986(31 U.S.C. 3801 - 3812) set forth penalties for making false statements in bids/proposals.

Signature

Telephone Number

Typed Name

Fax Number

Title

Email Address

Date

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED, FEB 1998 BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offer and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far>

HUDAR Clauses: <http://www.hud.gov/cts/ctshudar.html>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-1	INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION	MAY 2001
2452.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION	FEB 2000

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM , OCT 2003 (DUNS) NUMBER

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one,
 - (1) An offeror may obtain a DUNS number-
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal Business name.
 - (ii) Tradestyle, doing business, or other name by which your Entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code
 - (iv) Company mailing address, city, state, Zip Code (if Separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.3 52.216-1 TYPE OF CONTRACT, APR 1984

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity Contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST, AUG 1966

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Hand-Carried Address:

U.S. Dept. of Housing and Urban Development
Contracting Operations Branch, 6AACF
801 Cherry Street, 25th Floor
Fort Worth, Texas 76102
Attn: Ernest D. Worsham

Mailing Address:

U.S. Dept. of Housing and Urban Development
Contracting Operations Branch, 6AACF
801 Cherry Street
P.O. Box 2905
Fort Worth, Texas 76113-2905

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL, FEB 2000 CONFLICTS OF INTEREST

- (a) The contracting officer has determined that the proposed contract contains a potential organizational conflict of interest. Offeror is directed to FAR subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is: If construction work on an assignment project has been designed/performed by the contractor (organizationally) or by one of its employees or sub-contractors or by one of its employees or sub-contractors (individually), performance of the work requirement for this contract shall be considered a conflict of interest. In this circumstance, the contractor shall not perform multifamily construction inspections and immediately return the assignment to the GTR with an explanation; hence the contractor shall not be paid for such assignment.
- (c) Offeror shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (d) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
 - (1) being able to render impartial, technically sound, and objective assistance or advice, or
 - (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- (e) No award shall be made until potential conflict of interest has been neutralized or mitigated to the satisfaction of the contracting officer.
- (f) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under the solicitation.
- (g) If the contracting officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L.6 HUDAR 2452.215-70 PROPOSAL CONTENT , OCT 1999 Alternate I

- (a) Proposal shall be submitted as described in paragraphs (b), (c) and (d) below. Proposal shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name, address, date and time specified in the solicitation for proposal submission, plus the following information, must appear in writing on the outside of the package.

RFP NUMBER: **R-FTW-00393**
ATTN: Barbara Meyer, Contract Specialist
MAILROOM: DO NOT OPEN

Mail to:

U.S. Department of Housing and Urban Development
Contracting Operations Branch, 6AACF
801 Cherry Street
P O Box 2905
Fort Worth, TX 76113-2905

Hand Deliver to:

U.S. Department of Housing and Urban Development
Contracting Operations Branch, 6AACF
801 Cherry Street, 25th Floor
Fort Worth, TX 76102

- (b) (1) Proposals shall be submitted in original and (4) four copies. The proposal shall be accompanied by a cover letter providing the following information:

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (i) The RFP number to which the proposal is addressed.
- (ii) The name and address of the firm submitting the proposal.
- (iii) The name, title, telephone and fax numbers of the person(s) preparing the proposal.
- (iv) The name, title, telephone and fax numbers of the point of contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item (iii) above.

(2) A facsimile proposal will not be accepted under this solicitation.

(c) Technical and Management Information.

Since as explained in paragraph M.3, award will be made using the Lowest Price Technically Acceptable source selection process, the offeror must submit the following technical and management information for this procurement.

1. Prior experience. The offeror shall provide evidence that the offeror's (i.e., firm's or organization's) prior experience meets the following minimum standards: Offeror shall provide documented evidence of the offeror's staff performance of the same or substantially similar services as those required by the statement of work, and shall specifically include:

- (1) Experience in performing multifamily construction inspection services for the entire three year period prior to the closing date of the solicitation.
- (2) In addition to three years experience in performing multifamily construction inspection services, the **contract manager** must also have at least three years of experience in managing and overseeing employees who perform multifamily construction inspection activities.

Each Person proposed to perform specific multifamily construction inspections or management/oversight functions must have the requisite experience. Documented evidence includes resumes of key personnel reflecting the historical facts and work experience of the company's key personnel and then adds qualitative judgements about the depth, breadth, and relevancy of experience based upon those observations (evaluation of the quality of the work experience is evaluated under the past performance factor).

Resumes shall clearly show the employee/subcontractor meeting contract qualification requirements. Resumes shall reflect the individual is an employee of the offeror or, if not already an employee, include an attached letter of intent to work for the offeror if awarded the contract. Note: The term resume means a document showing the individual's complete employment history (company names, addresses, telephone numbers, points of contact), time employed with each firm, and duties performed. A company overview of the individual is not considered a resume.

Personnel qualifications. The offeror shall provide the names, position descriptions and evidence that proposed key personnel (see the clause entitled "Key Personnel" elsewhere in this solicitation for definition) meet the minimum qualifications described above. The term "personnel" includes any proposed consultants and subcontractor employees who will perform duties of key personnel. The minimum qualifications are: See Prior Experience.

2. Management and Oversight Capability. Offeror shall provide adequate information to Demonstrate the ability to manage and oversee the work to be performed for all geographic areas

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

to ensure quality of performance. Sufficient evidence will include, at a minimum:

- (1) An acceptable quality control (QC) plan;
- (2) Acceptable evidence of a plan to handle conflicting and/or multiple use of resources if employees or subcontractors will be used on other efforts or in other geographical areas, and;
- (3) An acceptable plan for identifying and managing cases where any organizational or individual conflict of interest might be identified.

An acceptable QC plan will, at a minimum, identify acceptable methods/processes the offeror will use to oversee contract performance, clearly ensure quality and timely performance, and prevent, detect, and correct any deficiencies in contract performance with little or no need for Government intervention. An acceptable QC plan will also include acceptable procedures, processes, and controls the contractor will use to prevent/eliminate the potential for fraud, waste, or abuse of HUD funds and/or any other funds received in the performance of the contract.

An acceptable plan for managing conflicting/multiple use of resources will identify all known individuals, including managers, employees, and subcontractors, proposed to be used in any aspect of contract performance, which individuals may be used on multiple contracts or other contractor efforts, and will reflect sufficient allocations of time the individuals will perform on this contract versus other duties to ensure acceptable performance.

An acceptable plan for managing potential or actual organizational or individual conflicts of interest will ensure that the offeror has an acceptable method of establishing whether any potential conflict of interest exists, or even the appearance of any such conflict, and will reflect how any identified conflict of interest will be resolved to the satisfaction of the Government to eliminate, to the maximum extent possible, Government involvement in resolving the conflicts.

3. Technical Capability. Offeror shall submit a complete technical plan to perform the work which clearly reflects an understanding of the skills and processes needed to perform the work within the required parameters identified in the Statement of Work.

(1) The plan shall be detailed sufficiently, clearly outline how work is to be assigned, and address time frames within which assignments are to be completed.

(2) The plan shall clearly show how the projected numbers of staff will perform the estimated quantities of work required in each geographic area covered by the proposal, including time-on-task estimates for each function, e.g. managing staff, performing multifamily construction inspection activities, performing quality control actions, performing multifamily inspections to coincide with the signing of the monthly pay draws, etc.

(3) As a sub-factor, the contractor shall submit a summary of how the latest technology could be used to electronically transmit contract deliverables to HUD. HUD is moving toward electronic transmission and storage of deliverables for construction inspection services. Therefore, the contractor submitting a proposal for these services must demonstrate that they have, or are capable of obtaining, the necessary equipment and knowledge to perform secure electronic delivery of the required deliverables under this contract. The summary shall include knowledge of internet and program software required to accomplish electronic transmissions. Also, describe what equipment and software would be utilized to transcribe all documents into JPEG or PDF formats for secure submission to HUD. This includes, but is not limited to, computers, electronic storage devices, scanners, digital cameras, and internet access, plus the software necessary to track, manage, file, and transmit all contract deliverables to HUD. Additionally, the contractor must demonstrate knowledge of an encrypted electronic signature format and the use thereof; and software for ensuring virus free deliverables submitted to HUD.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

4. Past Performance. The offeror shall provide evidence of the offeror's past performance as follows:

Offeror shall submit past performance information sufficient to enable the Government to conduct a performance risk evaluation based upon the past performance of the offeror, participants in teaming arrangements of joint ventures, proposed major subcontractors, and key personnel, as it relates to the probability of successfully performing the solicitation requirements. This is a qualitative judgement based upon observations on how will the company, subcontractors, and key personnel performed in the past, based upon information submitted by the offerors as well as additional information obtained by the evaluation panel through other means, including, but not limited to, surveys of references provided by the offeror and past performance data accumulated or provided by other contracting activities. Relevant information would include information on all contracts performed within the past three years by the contractor, subcontractors (including teaming arrangements, joint ventures, and partnerships, etc.), and key personnel of both the prime contractor and key subcontractor (including any predecessor names the prime or subcontractors may have used). The information to be provided shall include the names of the contractor, subcontractor, and key personnel who were responsible for the overall management and oversight of the contract, the name, address, point of contact, and phone number of the customer, a brief description of the work performed, award and completion dates, and the estimated value of the contract.

While all contracts must be disclosed, not all references will be checked. Primary emphasis will be on evaluating information on most recent performance and which is most similar to the services to be provided under the solicitation, but all information may be checked to establish quality of performance and whether management was responsive and/or available to prevent, detect, and resolve problems. Offerors shall identify any significant problems encountered in the performance of the identified contracts and describe actions taken to detect and correct the problems and prevent recurrences.

Offerors shall also describe the portion of the contract services that are to be performed by proposed subcontractors to ensure a meaningful evaluation of each major subcontractor is performed. In submitting past performance information on its proposed subcontractors, the offeror shall submit a signed consent statement from the proposed subcontractor which will enable the Government to release information obtained regarding past performance of the subcontractor outside of the information submitted by the offeror, to the offeror, in the event discussions or debriefings are required. Failure to provide the consent statement may result in HUD's inability to release any negative past performance information regarding a subcontractor to the offeror, thereby, resulting in HUD not being able to initiate discussions with the offeror if deemed necessary.

(d) Business Proposal

- (1) The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this section.
- (2) The offeror shall provide information to support the offeror's proposed costs or prices as prescribed elsewhere in this Section L.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.7 AS 2102 LIMITATION ON SIZE OF TECHNICAL PROPOSAL, FEB 2003

- (a) Offerors shall limit Part I, Technical Proposal, of their initial offers to 25 pages, except for the information specifically exempted in paragraph (c). Offerors are cautioned that if Part I of their offers exceeds this page limitation, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit will not be evaluated.
- (b) A page is considered to be one side of a single sheet of 8 ½" x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the page of no less than one inch in width.
- (c) The following information is exempt from the limitation set forth in paragraph(a) ["None"]
- (d) Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4).

L.8 HUDAR 2452.233-70 REVIEW OF CONTRACTING OFFICER, OCT 1999 PROTEST DECISIONS

- (a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the contracting officer's decision concerning a protest initially made by the protester to the contracting officer. Such requests shall be made in writing to the cognizant head of the contracting activity (HCA, see definition at HUDAR Subpart 2.1) within 10 days (see FAR 33.101 for the definition of "days") of the protester's notification of the contracting officer's decision.
- (b) The cognizant HCA shall make an independent review of the contracting officer's decision and provide the protester with the HCA's decision on the appeal.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED, FEB 1998 BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offer and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far>

HUDAR Clauses: <http://www.hud.gov/cts/ctshudar.html>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 TECHNICAL EVALUATION FACTORS:

The offeror will be evaluated on the information submitted in response to paragraph L.6(c), page L-4. Each factor will be evaluated on a **Pass-Fail** basis; therefore, numerical scores will not be assigned. The factors are as follows:

- Factor 1 Prior experience. The offeror shall provide evidence that prior experience meets the minimum standards as indicated in “Number 1,” Section L, page L-4.
- Factor 2 Management and Oversight Capability. The offeror shall provide adequate information to demonstrate the ability to manage and oversee the work to be performed for all geographic areas to ensure quality of performance. See “Number 2,” Section L, pages L-4 and L-5.
- Factor 3 Technical Capability. The offeror shall submit a complete technical plan to perform the work which clearly reflects an understanding of the skills and processes needed to perform the work within the required parameters identified in the Statement of Work. See “Number 3,” Section L, page L-5.
- Factor 4 Past Performance. The offeror shall provide evidence of the offeror’s past performance as indicated in “Number 4,” Section L, page L-6.

M.3 BASIS FOR AWARD

Award will be made to the firm whose price is the lowest evaluated price submitted by those firms whose proposals are determined to meet or exceed the acceptability standards set forth in Section L and in M.2 above. See paragraph M.4 below for discussion on how pricing will be evaluated.

This method of selection is referred to as the Lowest Price Technically Acceptable (LPTA) source selection process and is discussed at FAR 15.101.2.

SECTION M – EVALUATION FACTORS FOR AWARD

M.4 PRICE EVALUATION

The Government will evaluate proposed prices by multiplying the unit price for each contract performance period by the estimated number of projects for the respective period. The estimated total price of each period will be added together to obtain a total evaluated price for each solicitation Area. Offerors are advised that the estimated number of projects will be used only for the purpose of evaluating proposals. This estimate does not necessarily reflect HUD's actual needs nor guarantee any ordering by HUD beyond the minimum quantity established in Section B under any resultant contract.